The Solicitors' Journal.

LONDON, JANUARY 21, 1882.

CURRENT TOPICS.

THE LORD CHANCELLOR heard on Wednesday an opposed application for transfer of a cause in the Chancery Division. We are glad to learn that the statements which have appeared as to his lordship's good health are fully justified.

WE BELIEVE it is intended to introduce into the Bankruptcy Bill of the forthcoming session a provision for meeting the difficulties which have arisen in the working of section 10 of the Judicature Act, 1875, which applies to the administration of an insolvent estate, and the winding up of an insolvent company, the rules which may be in force for the time being under the law of bankruptcy with respect to the estates of persons adjudged bankrupt.

WE UNDERSTAND that the question of the charge for writing in the Chancery Registrar's office, which was raised by Mr. FOWLER in the House of Commons last session, has been taken up by the Treasury, and now forms the subject of discussion. The profession is concerned in the matter, because if the charge for transcribing drafts and orders should be disallowed, and this work has to be done by the assistant clerks to the registrars, it will be impossible that the business of the office can be transacted without grievous delay. It is well known that the assistant clerks are at present fully occupied all day in taking in and giving out papers, in noting these circumstances in their books, and in filling up forms of simple orders.

MR. JUSTICE NORTH announced at Reading last week that the practice followed by some counsel in defending prisoners in stating facts in their behalf without proving them by evidence "had lately been under the consideration of the judges, and they had agreed that the practice ought not to be encouraged, and that counsel should not be allowed to make statements which could not be proved by competent witnesses." The present time, when the public mind has been strongly impressed with the unjust conviction in the Staffordshire case, is not a very happy occasion for the promulgation of a rule tending to shut out the prisoner's version of the facts. The result of the rule will be to give a prisoner the choice of two alternatives. Either he must lose the benefit of counsel's services and defend himself, in which case he cannot practically be prevented from laying his story before the jury; or he must lose the benefit of bringing his version of the facts before the jury, and obtain the advantage of counsel. This does not seem to be a very reasonable state of things.

WE BELIEVE that no member of the profession will hear without regret of the death of Sir RICHARD MALINS. In spite of his judicial peculiarities he was very popular, because he was always indefatigable in the performance of his duty, and ever anxious for the furtherance of justice, and (except when one of the periodical storms perturbed his court) he was urbane and courteous in a high degree. If he did not observe Lord BACON's injunction to Mr. Justice HUTTON, to "let his speech be with gravity, as one of the sages of the law, and not be talkative, nor with impertinent flying out," he was not without judicial comrades in this delinquency, although we must confess that in point of degree he was probably unrivalled. A story was current some years ago at the equity bar, that upon the expiration of an "argument" of about forty-five minutes' duration in his court, a paper was handed by a bystander to the counsel who had just sat down, containing these words—"You were interrupted ninety-four times by the judge, and forty-six times by your opponent." Probably this was an exaggeration, but it represented the too general course of proceedings. Sir R. MALINS was a learned lawyer, and many of his judgments contain excellent expositions of different branches of real property law. His judgment in *Oakes' case* (L. R. 3 Eq. 576) was a good example of his capacity for dealing with complicated and keenly-fought cases, and it will be remembered that in *Lyons* v. *Fishmongers' Company* (25 W. R. 165) the House of Lords upheld his decision, although it had been reversed by the Lords Justices.

WE PRINT ELSEWHERE a letter from a correspondent, who is a witness of high authority upon the question, confirming our impression that the feeling among the profession generally is decidedly adverse to permitting the provisions of section 18 of the Conveyancing Act to apply to mortgages. We more than doubt whether the pleading of our distinguished correspondent will avail to remove this adverse feeling. Retaining our opinion that the section ought to be excluded in the interests of the mortgagee, and that therefore (the mortgagee being the stronger party to the debate) it is likely to be excluded in most, if not all, cases, we must impress upon the notice of our readers the conditions under which it can be excluded. The words of section 13 are:—"This section applies only if, and as far as, a contrary intention is expressed by the mortgagor *and mortgagee* in the mortgage deed, or otherwise in writing." The words in italics make it advisable (notwithstanding some more general expressions which occur later on) that the mortgagee should execute the mortgage deed when he desires to exclude the operation of section 18. And here we will take occasion to remark something which is often forgotten, and which seems not to have been fully kept in mind by our distinguished correspondent when he wrote the letter to which we have referred. People seem to forget that the safety which a mortgagee is entitled to demand is not merely the certainty that the courts will, if necessary, decide in his favour; it is the certainty that his rights are too clear ever to be questioned or brought into litigation. Certainty of the latter sort is what a mortgagee expects his solicitor to obtain for him, and our readers do not need to be told that it is quite useless to plead section 66 of the Act in the private court of an enraged client. But this kind of certainty can hardly be attained by relying upon an Act which is a never-failing storehouse of moots.

"WHY HAS MY DECISION in *Jones* v. *Smith* not been reported?" a certain learned judge of the Court of Chancery used to ask, focussing his eye-glass sternly on the delinquent reporter. Perhaps the remark may to some extent explain the extraordinary prevalence of law reporting, of which a curious view is given in probably the most complete piece of legal bibliography which has yet appeared—Messrs. SWEET and NICHOLSON's Catalogue of Modern Law Books. It would really appear that wherever there are English-speaking judges there are law reports prepared and published somehow or other. If "Greenland's icy mountains" do not furnish any reports, "India's coral strand" has provided no fewer than fifty-six series of reports, ranging from 1774 to the present time. Many of these extend over a long period. The "Select Reports" of the Sudder Courts, for instance, commenced in 1798 and continued till 1848; and the Sudder Nizamut Adawlut Reports began in 1805 and extended to 1850. Australia contributes thirteen series of reports

and New Zealand six. The Cape of Good Hope, Ceylon, Jamaica, and Mauritius have their reports; and even the Sandwich Islands boast of three series of law reports, comprised in three volumes, The last volume is stated to be "by the justices," which reminds us of the pathetic narrative we once heard from a colonial judge of the labour he and his colleagues underwent in reporting their own decisions, which were issued under the name of a member of their bar, who certainly deserved the title which a learned judge of the Court of Appeal is fond of bestowing on reporters in general—"the hypothetically learned reporter." The name of the American reports is, of course, legion. The list of them covers about eighteen pages of the catalogue, and increases the wonder we have always felt as to how buyers are found for such a multitude of volumes.

THE PROMPTITUDE of the Home Office in releasing JOHNSON and CLOWES is much to be commended, but it is plain that the question of granting them some pecuniary compensation out of the public funds will also have to be considered. The cases of BARBER, HABRON, and GALLEY show that there is sufficient precedent for such a grant, which will have to appear on the votes as a special item. But even if compensation is granted, the results of the sentence will not be wholly removed. A pardon is a mere act of grace, which leaves the judgment unreversed. There should be some proceeding whereby this record of guilt is done away with. It is stated (see Wharton's Lexicon, tit. Pardon) that Sir FREDERICK POLLOCK when Attorney-General, proposed that when the Crown pardons anyone adjudged guilty, on the ground that the evidence, rightly viewed, does not warrant the judgment, the convict should assign, and the Attorney-General should confess, error on the record, whereby the judgment would be reversed, and there would remain no record of guilt. Some formal evidence of the pardon seems necessary for the purpose of reinstating the pardoned convict in the enjoyment of the franchises of which his conviction deprives him, for by 33 & 34 Vict. c. 23, s. 2, the convicted felon "shall become, and until he shall have suffered the punishment to which he had been sentenced or shall receive a free pardon from her Majesty, shall continue, thenceforth incapable of holding any military or naval office, or any civil office under the Crown, or other public employment or any ecclesiastical benefice, or of being elected or sitting or voting, as a member of either House of Parliament, or of exercising any right of suffrage or other parliamentary or municipal franchise whatever within England, Wales, or Ireland." The same statute provides for the complete determination, unless the convict shall receive a free pardon within two months after conviction, or before the filling up of the office, of all emoluments whatever derived from any public office; but not a word is said as to compensation in case of pardon after the filling up of the office; for such compensation is entirely outside the law, which refuses to admit the possibility of a mistaken conviction. Even the case of an innocent convict being condemned to pay the costs of the prosecution is left unprovided for. As the law now stands, such costs are wholly irrecoverable, unless there be a private prosecutor, and the prosecution be malicious.

THE FOLLOWING is a list of the new Queen's Counsel, with their respective years of call to the bar. Four members of the Chancery bar—viz., Mr. F. W. E. EVERITT, 1855; Mr. WILLIAM BARBER, 1862; Mr. H. H. COZENS-HARDY, 1862; and Mr. H. A. GIFFARD, 1865. One member of the Parliamentary bar—viz., Mr. PEMBROKE S. STEPHENS, 1862. Two members of the Northern Circuit—viz., Mr. P. A. MYBURGH, 1862; and Mr. C. CROMPTON, 1864. Two members of the South-Eastern Circuit—viz., Mr. J. A. MCLEOD, 1863; and Mr. R. B. FINLAY, 1867. One member of the Western Circuit—viz., Mr. J. F. NORRIS, 1865. And one member of the South Wales Circuit—viz, Mr. W. BOWEN ROWLANDS, 1871.

AUTHORITY TO PAY PURCHASE-MONEY.

"A PURCHASER," said Vice-Chancellor Kindersley in *Viney* v. *Chaplin* (6 W. R. 302, 4 Drew. 237), "has a right to pay his money to the vendor personally; it was the simple and natural right, and required no case or authority to support it. Even in a payment under a power of attorney or written authority there was a risk. If the vendor died, and his executors found no account of the money, they might bring an action for it, and the purchaser would then have to prove his authority to pay to the attorney. . . . A creditor had no right to insist that the money should be paid to his attorney or to anyone else." In *Ex parte Swinbanks, In re Shanks* (27 W. R. 898, L. R. 11 Ch. D. 525), Lord Justice Brett characterized this as "a most wholesome decision." "It would have been most dangerous," he said, "if it had been decided otherwise. That decision is binding upon us, and was, in my opinion, a most righteous decision." And in the latter case the court held that the mere fact that a solicitor is in possession of a mortgage deed executed by his client, does not authorize him to receive the mortgage money for the client. If the client does not receive the money, the mortgagee cannot maintain the validity of the mortgage deed by showing that he paid the money to the solicitor unless he can show that the solicitor was expressly authorized by the client to receive it.

As most practitioners are aware, this rule has been altered by section 56 of the Conveyancing Act, which provides, as to cases where consideration is to be paid or given after the commencement of the Act, that "where a solicitor produces a deed, having in the body thereof or indorsed thereon a receipt for consideration money or other consideration, the deed being executed, or the indorsed receipt being signed, by the person entitled to give a receipt for that consideration, the deed shall be sufficient authority to the person liable to pay or give the same for his paying or giving the same to the solicitor, without the solicitor producing any separate or other direction or authority in that behalf from the person who executed or signed the deed or receipt."

An authority to receive purchase-money is, therefore, to be implied on certain conditions being fulfilled. The first of these conditions is that the person producing the deed must be a solicitor. This requirement is reasonable and proper, but it must be remembered that it renders it incumbent on the purchaser's solicitor who comes to complete to see that the person producing the deed is not an unadmitted managing clerk or cashier, persons who, we believe, in certain large offices, have been in the habit of completing purchases. The section does not require the person producing the deed to be the solicitor of the vendor; payment to any solicitor producing the executed deed containing, or having upon it, a proper receipt, will, according to the language of the section, suffice. The reason of this is obvious. If the section had enacted that the solicitor producing the deed must be the solicitor of the vendor, it would have been tantamount to rendering the provision nugatory, for, of course, it would be necessary to have proof at the time of payment that the solicitor was then the solicitor of the vendor, and so a document similar to an authority would still be necessary.

A matter more likely to be overlooked is the mode of payment which must apparently be adopted in order to obtain the benefit of the new enactment. The provision is that "where a solicitor produces a deed, having a receipt for consideration *money*, the deed shall be sufficient authority to the person liable to pay the same, for his paying *the same* [*i.e.*, the consideration *money*] to the solicitor." In other words, the production of the deed is to be an authority for the payment of money. It will not be safe to assume, until the point has been decided, that a banker's draft or a cheque will be considered as "money" within the section. And, indeed, it can hardly be supposed that the Legislature intended to confer on the purchaser authority to pay in any kind of draft or cheque the vendor's solicitor may think fit to accept. It would seem that, for the present at all events, it will be prudent in all cases where the authority conferred by section 56 is relied on, that payment of the purchase-money should be made in bank-notes.

EGYPTIAN CONVEYANCING.

THE *Times* has recently published abridged translations of certain legal documents, which, according to our contemporary's view, throw quite a flood of light on the state of Egyptian society during the five centuries immediately preceding the Christian æra (see two articles in the *Times*, published on December 24, 1881, and January 9, 1882). As no lawyer can read these documents without great interest, and as, in our opinion, no lawyer can read them carefully without coming to grave doubts as to the correctness of the conclusions which the writer in the *Times* very confidently draws from them, we hope to be pardoned for going a little out of the beaten track of an English legal paper, both by those of our readers who have not yet seen the articles in question, and also by those who have read them, but who, in the press of business, may have taken for granted the correctness of the conclusions drawn from the documents in question.

To summarize very briefly the documents, from which a few only have been selected for translation by the writer in the *Times*, we may say that they consist of papyri written in the Demotic or later handwriting of the Egyptians, and covering a period of about 500 years, beginning with the reign of Darius I. and ending about the time of the Roman Conquest. They comprise deeds of sale, transfer, gift, partnership, and endowment, leases of houses and lands, bonds, mortgages, receipts for taxes and other payments, marriage contracts, marriage settlements, title deeds, inventories, &c. The world is indebted for its newly acquired knowledge of these documents chiefly to M. Revillout, who, during the last few years, has examined the chief European collections of Demotic papyri and analysed and translated into French some thousands of them. The English versions given in the *Times* are taken from these French translations; and we must assume that the few specimens given to us are fair samples of the documents at large. At any rate, they are offered as forming the grounds of the conclusions arrived at; and though these conclusions are, in words, made to extend to the whole of the Egyptian society of the time, it is only fair to add that the reader is informed that the legal documents nearly all come from a single source, and that they invariably concern the professional and private affairs of several generations of a class of Theban Choachytes, a subordinate class of custodian priests who were attached to the Theban Necropolis, and who appear to have been in the habit of adding to their priestly functions the mundane occupation of money-lenders. It is evident, therefore, at starting that it will be necessary to keep constantly in view this limitation of what may be called the area of the papyri.

The legal documents are divided into two classes—namely, transactions relating to the living and transactions relating to the dead. Of the former, specimens are given to us of mortgages or bills of sale, and of marriage contracts or settlements. We give here two mortgages which cannot fail to interest our readers, fresh as they all are from a perusal of the statutory forms in the new Conveyancing Act. It must not, however, be assumed that the originals are as brief and concise as the following transcripts of them. They have been abbreviated in the translation, and "much that is purely formal" has been omitted. If we may judge from "the receipt clause," which we can hardly imagine to have suffered much abbreviation or omission, the abbreviations in the rest of the documents must be very considerable. No prototype of Lord Cairns appears to have cut down the tautologies of our Egyptian predecessors, who seem to be still in that stage of conveyancing through which it appears to be necessary that all legal drafting should pass—the stage in which, in order to avoid all doubt and question, the lawyer "slays his dead three times, and nine times drags him round the city." But let our readers judge for themselves as to the style of the draftsmanship:—

"1. (Date, the fifth year of Cleopatra-Circe and second year of Ptolemy-Alexander, her son). The receiver of taxes upon stuffs, Thoth, son of Amenhotep, whose mother is Tanoum, to the Pastophorus of Amen-Api of the Necropolis of Djem, Neckhtmonth, son of Horus, whose mother is Chachperi, saith:—For the wheat thou hast lent to me, thou hast to reclaim from me nine aureus, interest included. I engage to pay thee thy nine aureus above-named in pure unground wheat (value of the said money) paid back, carried, and delivered into the hands of thy servants in thy house at Djem, without cost or outlay, on the 30th day of the month Pakhons. And I may pay thee no part of the above-named until the 9th Pakhons at the time and day herein appointed. I may not say to thee, 'I have already deposited wheat with thee,' or 'I have made thee a payment on account of thy wheat.' There is no redemption [of the debt] except according to this deed, the legal consequences of which rest upon me and upon my children. The whole of my goods which I now possess, and all such as may hereafter become mine, are pledged to thee as security for thy nine aureus; and if I fail to act conformably to this writing, the whole penalty will be due, and I must cede to thee without opposition or delay all that which is herein pledged."

"2. (Date, the 15th year of Euergetes I.) Thou hast lent to me (names omitted) five argentei, making one outen of silver. I have received this money from thy hand. The sum is complete, leaving no balance outstanding. My heart is satisfied. At the time thou hast fixed for thy five argenteus which thou hast lent, I will repay them. I have thirty days of credit before the time for repayment. I will give thee, less the interest, thy five argenteus, making one outen, the day after the 30th day above-named, not counting costs or interest, and that without delay. This bond provides for no other redemption of the debt. The above legal writing is in thy hand, for thy five argenteus, and the costs and interest thereunto accruing. It rests upon me and my children. All the goods I possess, or may in future possess, are mortgaged to thee in security for thy argenteus, and the costs and interest thereunto accruing. Thy servants may employ against me any means of coercion in respect of that which is here written, and that without opposition on my part."

Now, from these and other documents of a like kind, one of them being a mortgage "whereby, for the miserable consideration of fifty sekels (*i.e.*, about £1 15s.), a father signed away in pledge, not only the inheritance, but the personal liberty of his children," the writer in the *Times* comes to the conclusion that "repayment was rigidly enforced on a fixed day, before which the creditor would accept no instalments, and after which, though it were a delay of only twenty-four hours, the unhappy debtor became liable to a fine equivalent to his utter ruin." It needs, however, very little consideration to see that this conclusion is very hazardous. Suppose, for instance, that a couple of thousand years hence a few English mortgages and bills of sale should be unearthed by a people who knew next to nothing of the manners and customs of our country, what a picture of oppressive dealing the documents would give them Take even a mortgage in the form given in the new Act—an absolute conveyance with a proviso for redemption on full payment at a fixed time; and suppose that along with it, as might very well happen, a deed were found showing the value of the mortgaged property to be twice as great as the mortgage debt, what a picture of hardness and oppression this would give the future student. And what a picture of extortion, rapine, and violence a stringent bill of sale of one of our money-lenders would give him if he did what the *Times* writer has done with respect to these Egyptian documents—namely, assume all the clauses to be habitually carried out in their literal meaning and to their very fullest extent. Without inventing an Egyptian court of equity stepping in with relief against the rigorous apparent meaning of the written document, we may yet use the analogy of our own system of law as calculated to teach the students of these old papyri some little caution in the use of their materials.

Coming now to the marriage settlements, it seems to us that in the case of these documents there is still more reason to doubt the conclusions of the writer of the *Times* than in the case of the mortgages. The writer has again followed out the words of the document to their fullest extent, and in addition has apparently put a wrong construction on those words. As to the first error, he gives an illustration which, if his account of it were correct, ought to have warned him that it is not always safe to deduce the actual practice from the most solemn covenant or promise. "When," he says, "in conformity with one of the pleasant fictions of our marriage service, the Benedict of the occasion undertakes to endow with all his worldly goods the fair object of his choice, we know that nothing is in reality further from his intention, and we take the profession for no more than it is worth. But the much-married Egyptian not only undertook but practically performed what the British bridegroom only promises. Witness the following marriage contracts, &c.' Most, if not all, of our readers are aware that the meaning of the endowment clause in the marriage service is merely an undertaking that on the death of the husband the wife shall have dower or thirds out of his worldly goods—*i.e.*, his personal estate. The common law gave the widow dower out of the land, but not out of the personalty; and the Church, thinking it right that she should also have thirds out of the chattels, was in the habit of

exacting, as one of the conditions of performing the marriage service, a solemn promise to this effect; and in the exercise of her jurisdiction over the personalty of deceased persons, she took care that the promise should be fulfilled. At the present day, no doubt, the clause in the marriage service has no operative effect; but this is only because the views of the Church have been adopted by the State. We have mentioned this only to show that if the view evidently taken by the writer in the *Times* of this public and apparently most solemn promise had been correct—namely, that it was always a mere empty form, the instance ought to have warned him not to rely with absolute confidence on mere writings as showing the practice of ancient peoples. But leaving this minor point, and looking at the documents which the writer in question treats as proving that, on the full establishment of an Egyptian marriage, which took place after a year's novitiate or preliminary cohabitation, "the husband became domestically disfranchised; house and land and securities were the wife's to dispose of at her sole will and pleasure," it appears to us that the documents given, not only do not prove anything of the kind, but actually tend to show that at any rate the general custom of the country was of quite an opposite character. Our space unfortunately does not admit of our giving the translations of the marriage contracts, but the following abstract of the general contents of the documents of this kind which is given in the *Times* appears to be fairly correct and is sufficient for our purpose:—"These and other similar contracts when analyzed will be found to consist of eight clauses:—(1) The 'acceptance' of the woman by the man—he accepts her for his wife; (2) the nuptial gift presented to the woman by the man; (3) the promise of an annual allowance for dress, particular stress being laid on the first year's payment; (4) a declaration that the eldest son of both shall inherit all the husband's property; (5) a formal promise on the part of the man to hereafter 'establish' the woman as his wife; (6) an undertaking on the part of the man to pay certain damages in the event of his taking another wife; (7) a list of the woman's goods which she brings with her; (8) a guarantee in the form of a mortgage upon all his property given by the man to the woman." We may add that as to the last clause the form given in the *Times* is as follows:—"The whole of my property, of whatever description, which is mine, or which I may hereafter possess, is pledged in guarantee for the above words, that I may fulfil them according to their tenour." It is clear that there is no trace here of forfeiture of all the husband's goods. He is to give his wife pin and pocket money, and in certain events he is to pay damages to her, and his property is merely charged with these obligations, to the same extent as an Englishman's property is charged by an ordinary covenant. Indeed the writer in the *Times* is so confused on this point that the sentence which we have partially quoted above, as to "house and lands and securities being the wife's to dispose of at her sole will and pleasure," concludes with the words, "and if the man desired to sell any part of his own estate he could only do so in the name of his eldest son." But, surely, if he could dispose of his estate at all, he was not so absolutely disfranchised in favour of his wife as the writer thinks. Other forms, however, of marriage settlements are given or referred to whereby the husband grants all his property to his wife, imposing on her the obligation to maintain him during his life, and, after his death, to provide for the embalming of his body and the [perpetual] funereal liturgies of his memorial chapel; in other words, the property taken by the wife was taken subject to these obligations. In cases of settlements of this kind, at all events, the writer seems to think that the husband became "a mere instrument in the hands of the wife, with nothing to do but act as her agent and obey her commands." But surely this is a most rash deduction. The amount of the husband's present and probable fortune might in these cases have been inconsiderable, and the object might have been a mere conveyancing plan for defeating creditors or guarding against the effects of known extravagance or imprudence; and, after all, the husband reserved very considerable rights as against the wife—*i.e.*, in all probability, as against the property, for it is not to be supposed that the wife could dispose of the property free from the husband's rights. The fact, indeed, seems to be that both the system of trusts and the mechanism of life estates were not known to, or, at any rate, were not made use of by, these framers of marriage settlements. The object at which they so carefully aimed was plainly the protection of the wife, and not at all the subjugation of the husband. In most cases the rights of the wife seem to have been carved out of the husband's property; in other, but apparently exceptional, cases, the whole of his property was settled, with such obligations, however, as above mentioned. But all this seems to show us that, in the absence of these specific contracts, the wife would have taken nothing, and would not even have had the satisfaction of knowing that her son would be her husband's heir. So that, in fact, it would be as unsafe to deduce, from the comparatively few marriage settlements which have been preserved and translated, the conclusion that, in the Egypt of the period in question, "the woman owns and rules all, the man is an helpless dependent, the pensioner of his wife," as it would be hereafter to deduce from a handful of English marriage settlements some such conclusion as this: that on his marriage, every Englishman made over all his property to a couple of persons, who were frequently relatives of the wife; that it was the duty of these persons to give the wife all the produce of the husband's property, taking particular care that she used it only for herself, apart from all participation by the husband; that these new owners could lease or sell or exchange the property as they liked, or at all events with a mere formal consent on the part of the evidently down-trodden, if not actually starved, husband; that even after the death of the wife the rights of the husband did not revive in his own property even for his life, but that during all the rest of his life he was under the tutelage of the persons to whom he had made it over; that, to add, as it were, insult to injury, he was made to covenant on his marriage that he was entitled to strip himself of his property, &c., &c. Probably the conclusions of the *Times'* writer as to the general state of Egyptian husbands and wives are as erroneous as the above imaginary conclusions would be as to the state of married Englishmen in the nineteenth century. But, for our present purpose, it is not necessary to go so far as this. We only wish to show that, to a person conversant with actual legal affairs, it must appear most unsafe and unsound to draw the conclusions drawn by the writer in the *Times* from the documents from which they have in fact been drawn.

As to the transactions relating to the dead, our space does not enable us to print any of the documents given in the *Times*. It is sufficient, however, to say that the religion of the Egyptians required the careful preservation of a man's body after his death, and the performance of certain rites in perpetuity; that such performance was contracted for by the above-mentioned class of priests called Choachytes, on their own behalf and that of their descendants; that there was thus a kind of perpetual benefit to the priests and their descendants in respect of each mummy; and that the priests, in disposing of their benefits, were in the habit of doing so by reference to the mummies themselves. It is clear that this amounted to little more than burdening each man's property with a perpetual annuity, for a purpose to which it would be easy to imagine an English analogy—say, for example, keeping his tomb in good repair for ever. But the writer in the *Times* draws the conclusion from the Egyptian custom that the Egyptian, "as a corpse, belonged to his choachyte, who could sell him, mortgage him, or will him at pleasure." A rasher conclusion this even than those which the same writer draws from the transactions relating to the living.

We may conclude these observations by a short reference to an article in the *Saturday Review* of December 31, suggested by the first of the above-mentioned articles in the *Times*—namely, that on the marriage settlements. The *Saturday Review*, oddly enough, seems to accept the conclusions of the *Times*, and accounts for the supposed superiority of the Egyptian women on the ground that, among savages, the mother is often the root of descent, and thus the superiority of the wives was a relic of ancient barbarism, or, as the writer expresses it, "the form which the important position of the mother assumed as society became wealthier and more polished." But among barbarous tribes the mere tracing of descent through the mother, the only known relative, by no means implies the possession by the mother of either power, property, or importance. On the contrary, the mother or wife is a mere chattel or slave. The *Saturday Review* might as well look on our equitable doctrine of separate estate, or on the provisions of the

Married Women's Property Act, 1870, as survivals of barbarism as regard these marriage settlements of the Egyptians as remnants of savage life.

On the whole, it appears to us that the safest way to deal with these interesting documents is to suspend our judgment about the general state of the society to which they refer until further documents or other sources of information are made available, and in the meantime to regard them as probably pointing to a state of society diametically opposite in its chief characteristics to that so vividly sketched by the writer in the *Times*.

BANKRUPTCY LAW REFORM.

[COMMUNICATED.]

VIII.

THE next clause of the Government Bill which we come to (44) provides for the Comptroller and his staff to act under the Board of Trade, and gives the Board power to appoint additional auditors, solicitors, and other assistants; whilst clause 45 provides that there shall be attached to each court an official receiver or official receivers of bankrupts' estates, to be appointed by and act under the Board of Trade, but to be officers of the courts to which they are attached. These are necessary provisions to carry out the main proposals of the Government.

Clause 46 defines the duties of official receivers. We have anticipated all we have to say on the various sub-clauses of this clause in our remarks upon clauses 11 and 12, clause 16, sub-clause 3; clause 18, sub-clause 1, and clause 33.

Clause 47 relates to proceedings of the Board of Trade being received in evidence, and calls for no remarks.

Clauses 48 to 54 are included under the general heading "Judicial Staff and Proceedings." Before proceeding to comment thereon, we will give a general outline of the provisions of those clauses, setting out at length only such parts thereof as we desire to call attention to. Clause 48 provides for the consolidation of the London Bankruptcy Court with the Supreme Court of Judicature, and makes other provisions consequent thereon. Clause 49 assigns to the Chancery Division all bankruptcy matters in which the London Bankruptcy Court has at present jurisdiction, or would have, but for the consolidation to be effected by the previous clause; a judge of the Chancery Division, to be appointed by the Lord Chancellor, to transact bankruptcy matters, with power to sit and exercise jurisdiction in chambers. Sub-clause 4 is as follows:—"Subject to rules of court, all bankruptcy matters shall continue to be entitled as hitherto 'in bankruptcy.'" Clause 50 makes further provisions for the appointment of an additional judge. Clause 51 is an amendment of section 59 of the present Act, and, in effect, a return to the provisions of section 88 of the Act of 1861, substituting the county courts having jurisdiction in bankruptcy for the old local courts of bankruptcy. Section 59 of the present Act makes the court of the district in which the debtor resides or carries on business at the time of the petition the court to have jurisdiction. This clause proposes to give jurisdiction to the court in the district of which the debtor has resided or carried on business for the greater part of the six months prior to the petition, or for a greater length of time during that period than in the district of any other court. Clause 52 proposes to restrict the power of a judge to delegate his powers to his registrar, as follows:—

"(*a*.) The power to commit for contempt of court shall not be delegated.

"(*b*.) Any person interested shall be entitled to have any particular question, being a question of law or involving the exercise of judicial discretion, determined by the judge himself, and the registrar shall adjourn any such question before the judge accordingly."

Clause 53 is as follows:—

"If any question of law or fact arises under a bankruptcy petition in a local bankruptcy court which the parties to the question desire, or which one of them and the judge of the local court desire, to be tried in the first instance in the High Court of Justice, the question shall be determined in the High Court, and the proceedings, or such of them as may be required, shall be transmitted to the High Court for the purposes of the determination."

Clause 54 relates to appeals, and is as follows:—

"Decisions in bankruptcy matters shall be subject to appeal as follows:—

"(1.) An appeal shall lie from the decision of the High Court of Justice to her Majesty's Court of Appeal.

"(2.) An appeal shall lie from the decision of a local court of bankruptcy to her Majesty's Court of Appeal, and for the purpose of hearing and determining any such appeal the judge of the High Court appointed to exercise jurisdiction in bankruptcy shall, unless unable to attend, be a member of the Court of Appeal.

"(3.) An appeal shall, with the leave of her Majesty's Court of Appeal, but not otherwise, lie from the decision of that court to the House of Lords.

"(4.) No appeal shall be entertained under this Act except in conformity with such rules of court as may for the time being be in force in relation to the appeal."

We think the amalgamation of the London Bankruptcy Court with the Supreme Court of Judicature very desirable, and could never understand why the provision to that effect contained in the Judicature Act, 1873, was, by the Act of 1875, repealed. The present proposal, however, is an adoption in part only of the recommendation of the Incorporated Law Society. That society recommended that a judge should be appointed to give his whole time to bankruptcy, and not merely one day a week, as at present, the hearing of the major part of bankruptcy cases in London being transacted by the registrars under delegated powers. Now, so far as practitioners in the country are concerned, the proposal in clause 52, sub-clause (*b*.), will effect all they can desire in this respect, but in London it may be different. With regard to that sub-clause we would, however, suggest that the party requiring a matter to be determined by the judge should be required to give notice in writing to that effect to the court and the opposing party, say, two clear days before the day appointed for the hearing. This would save expense, especially if counsel should be instructed.

With respect to clause 49, sub-clause 4, we wish to remark that we were not aware that it was usual to entitle all bankruptcy matters "In bankruptcy." We think it is the invariable practice to entitle them "In the London Bankruptcy Court," or "In the County Court of ——, holden at ——," as the case may be.

The provision in clause 51 we consider will be a very sensible return to the law as it stood before the present Act. Why the change should have been made by that Act we never could understand, and it is another instance of making changes for the mere sake of change, and where none was ever asked for, which is one of the great blots of that Act. On the subject of this clause we desire to call attention to the exceedingly unsatisfactory manner in which, as it appears to us, the Lord Chancellor has exercised his power of excluding county courts from bankruptcy jurisdiction and attaching the same to any other court for the purposes of bankruptcy proceedings under section 79 of the Act of 1869. We think there are quite too many county courts with this jurisdiction, and that some centre ought to be selected—say one for each county or division of a county—and all districts within that county or division amalgamated into one court for bankruptcy purposes. Take for instance the courts in Manchester and the surrounding district. Now, Manchester has jurisdiction in bankruptcy, and so has Salford, although the two court-houses are not more than about seven or eight minutes' walk apart, and the two districts are so divided that it is often difficult (and in some cases even impossible) to determine in which district a person resides. The Salford court includes Hulme, Moss Side, and Stretford, Hulme being a part of the city of Manchester, and the other two places being suburbs thereof, much more identified therewith than with Salford. Beyond these, however, in the county of Chester, and separated from the Manchester district by the places named, we find the district of the Altrincham County Court (a very extensive agricultural district) attached to Manchester for bankruptcy purposes! And we find courts having jurisdiction in Oldham, Ashton-under-Lyne, and Bolton, all in the same county within a few miles' radius from Manchester, and at Stockport, which, though in Cheshire, includes a large district in Lancashire, adjoining Manchester. We are strongly of opinion that it would be more satisfactory if Manchester were made a centre for the whole of the division of South-East Lancashire. It might be that the question of compensation to the officers of the courts that would be excluded by this proposal would crop up, but we do not think that that should stand in the way of such a desirable improvement, and as counter-balancing that, the saving that would be effected in the number of official receivers to be appointed throughout the country might well be considered, and also in the expense of local audits, if that proposal should be adopted.

Clause 53 we think very likely to succeed, as it would do away with that uncertainty as to whether questions should be tried in the Bankruptcy Court, under section 72 of the present Act, or by way of action in one of the ordinary tribunals, which a long series of cases in the Court of Appeal, beginning with *Ex parte Dickin, Re Pollard* (26 W. R. 731, L. R. 8 Ch. D. 377), has caused.

Sub-clause 1 of clause 54 is the same as the present law. Sub-clause 2 seems to be an experiment for the purpose of avoiding the expense of a double appeal. It will decidedly be an improvement for suitors if it does not cause too much work for the Court of Appeal, which is the great danger. It does not appear clear from the sub-clause whether the bankruptcy judge is to sit along with the full number of three judges in the Court of Appeal, or as constituting one of the three. We take it that the latter would be quite sufficient, and would be a saving of judicial strength. With regard to sub-clause 3, we think a right of appeal to the House of Lords should be given where the amount in question exceeds a certain sum, and otherwise only by leave. We take it this would be so in all cases under clause 53, and with the present restrictions parties might be tempted to proceed under that clause so as to have a right of ultimate appeal to the House of Lords, whereas otherwise they might be contented to allow the case to be tried in the first instance in the Bankruptcy Court at much less expense.

Clauses 55 and 56 relate to "fees, salaries, expenditure," but those being matters more political than practical, we do not presume to comment upon them.

We have now arrived at a number of most important provisions which are contained in clauses 57 to 67, under the general head of "Supplemental." The administration in bankruptcy of the estates of deceased persons is dealt with by clause 57, which is as follows:—

"Clause 57.—(1.) Where the estate of a deceased person is insufficient for the payment of his debts, he shall be deemed to have committed an act of bankruptcy at the time of his decease, and the court may, on the petition either of a creditor of his estate or of his legal personal representative, make an order in bankruptcy for the administration of his estate as if he had been adjudged bankrupt immediately before his death.

"(2.) The petition must be presented within *six months* after the death, and if it is presented by a creditor, as such, the debt due to the creditor must be a liquidated sum due and payable, and if he is a secured creditor the same rules shall apply as in the case of a living bankrupt.

"(3.) If the petition is presented by any person other than the legal personal representative of the deceased, the legal personal representative may, if he thinks fit, appear and oppose the petition.

"(4.) Where a debtor who has been adjudicated bankrupt dies before the close of the bankruptcy, the proceedings shall, without any special order, be continued notwithstanding the death.

"(5.) Where proceedings are taken in the High Court of Justice for the administration of the estate of a deceased person, the judge before whom the proceedings are pending may, on the application of a creditor or of the legal personal representative of the deceased, and on proof to the satisfaction of the judge that the estate is not likely to be sufficient to pay its debts, transfer the proceedings to the judge exercising jurisdiction in bankruptcy, and thereupon, subject to prescribed rules, the court may make an order in bankruptcy for the administration of the estate as if the deceased person had been adjudged bankrupt immediately before his death."

This introduces a new principle in bankruptcy law, but one which has been advocated in such influential quarters that it may be well to try the experiment. For our own part, we do not think that it can result in any greater dissatisfaction than the present costly proceedings for administration of insolvent estates of deceased persons. But as it is an experiment, we should prefer to limit the proposal for the present to the estates of insolvent deceased *traders*. This, we think, would meet all present demands, and would not be so liable to create hardship in trying the experiment. Several doubts, however, occur to us upon the clause as drawn, upon which we will remark under the different sub-clauses.

Sub-clause 1.—How and when, we would ask, is it to be ascertained whether the estate of a deceased person is insolvent? In making the calculation is any provision to be made for costs? Or, if the estate shows just sufficient on paper to pay all the liabilities without costs of administration, is it to be deemed solvent or otherwise? These are points which might give rise to considerable litigation if not more specifically provided for. We suggest that it might properly be provided that an estate should be considered insolvent on the petition of any creditor whose debt should not have been paid within a certain time after it had become due, and within a certain time after his having demanded payment thereof in some prescribed manner from the legal personal representatives of the deceased. Then, what would be the effect of an order for administration in bankruptcy upon goods of another person in the order and disposition of the deceased at the date of his death, but taken out of such order and disposition immediately afterwards? Also with regard to fraudulent preferences made by the deceased to any of his creditors? And to when would the trustee's title relate back? Suppose an order for administration in bankruptcy were made six months after death, would it take effect as of the date thereof? or would it take effect as from "immediately before his death," so that the trustee's title might relate back to any act of bankruptcy committed within twelve months of the death? Again, we presume that a meeting of creditors would have to be held for the appointment of a trustee, &c.; but the clause is silent as to this. It is obvious that all the provisions relating to an ordinary bankruptcy would not be applicable, such as, for instance, the public examination of the bankrupt and the statement of affairs to be filed by him. Some specific provision ought therefore to be made to meet such cases, and also for the purpose of requiring any person who may have intermeddled with the deceased's estate to render accounts in respect thereof. The clause, as drawn, is altogether silent on these points, and the whole subject has evidently not been properly thought out, or we think it would never have been presented in such a crude form.

Sub-clause 2.—Having regard to our remarks upon the preceding sub-clause, and also having regard to sub-clause 5, we do not think any limit of time should be stated.

Sub-clause 3 appears only reasonable.

Sub-clause 4.—Why should not this be extended to any case where a bankruptcy petition has been filed (upon a clear act of bankruptcy committed), even though an adjudication has not been made, first, however, requiring notice of the petition to be served upon the legal personal representatives of the parties entitled to take out administration? In any event we would urge that there ought to be power to adjudicate upon a petition filed by a creditor before death on proof of the insolvency of the deceased, and the creditor should not in that case be compelled to file a fresh petition to enable him to proceed under sub-clause 1.

Sub-clause 5.—No limit of time after death is provided by this sub-clause. This we think right, but it ought to be consistent with sub-clause 2. If the two sub-clauses are not made consistent, it will be possible to evade the operation of sub-clause 2, as to the six months' time, by first taking proceedings in the High Court for the administration of an estate, and then applying for an order under this sub-clause. Why should this additional expense be required to be incurred in order to effect the same result?

REVIEWS.

SALE OF GOODS.

THE LAW RELATING TO THE SALE OF GOODS AND COMMERCIAL AGENCY. By ROBERT CAMPBELL, Barrister-at-Law and Advocate. Stevens & Haynes.

The subject of this useful and practically constructed treatise has for many years been growing, and still continues to grow, in importance; while the subjects which engrossed the whole faculties of Fearne and Butler have been proportionately dwindling. The circumstances under which its progress has been made sufficiently account for its want of that fascinating subtlety and completeness which are the characteristics of English real property law. It is apt at first sight to present itself under the aspect of a wilderness of examples which are not easily arranged under any common principles. This state of the facts has a natural tendency to re-act upon the writers of text-books, and so to perpetuate the evil. Mr. Campbell, who acknowledges his obligations to the works of Lord Blackburn and Mr. Benjamin, seems to be well qualified to continue the good work of introducing greater harmony and symmetry into this branch of the law. We observe that he sometimes uses his knowledge of other systems of jurisprudence—Roman, Scotch, and French—to increase the breadth and perspicuity of his analysis: an experiment which is not without some practical peril, but which is here tried with judgment and not without success.

Most readers would turn in a book of this sort to its treatment of the much-vexed 17th section of the Statute of Frauds, in order to obtain a test specimen of its quality. We accordingly turned to Part IV. (pp. 157—224), and were well satisfied with Mr. Campbell's arrangement and commentary. We cannot quite sympathize with those impulsive persons (although the late Lord Chief Justice is said to have lent to their opinion the weight of his authority) who think that the repeal *en bloc* of the Statute of Frauds would be a public benefit. But there is much significance in the fact that Mr. Campbell has found himself unable to treat the cases arising upon one of its sections in less than sixty-seven pages: a proof, if the tradition of its authorship is well grounded, that eminent judicial capacity is no test of a legislator. We think that these pages are a favourable specimen of the arrangement and elucidation of an obscure and perplexed body of decisions. The important subject of stoppage *in transitu* (pp. 333—375) seems to be very well treated. It is remarkable that this branch of the subject should have required fewer pages than the discussion of the section of the statute, though the difficulties of the former are inherent in its nature, while those of the latter are chiefly due to careless legislation: a warning which might carry a useful lesson even to these times. As an example of Mr. Campbell's freedom and acuteness, we will refer to his ingenious emendation (p. 349) of the obscure and very doubtful case of *Vertue* v. *Jewel* (4 Camp. 31).

We observe that Mr. Campbell has not invariably been careful to carry his researches into the cases down to the very moment of publication. His preface is dated in last October; and though *Crawcour* v. *Salter* was not published in the *Law Reports* until November, its main features were reported in the "Cases of the Week" of the SOLICITORS' JOURNAL for May 14 last, p. 525. We do not much sympathize with the views which would turn the arguments of counsel into a mere catalogue of cases—well or ill digested, according to the talents of the speaker—to the exclusion of broad principles. But we fear that readers of text-books are more deeply impressed by the completeness of the catalogue of cases than by any other merit. As regards *Crawcour* v. *Salter*, we think that it might have thrown further light upon some remarks made by our author, at p. 102, upon the exclusion of reputed ownership.

THE CONVEYANCING ACT.

THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881, AND THE SOLICITORS' REMUNERATION ACT, 1881, WITH EXPLANATORY AND PRACTICAL NOTES AND PRECEDENTS IN CONVEYANCING. By MERYON WHITE, Barrister-at-Law. Shaw & Sons.

We have here a very compact and convenient edition of the Conveyancing Act, which, as regards size, type, and paper, leaves nothing to be

desired. The convenience of the reader is consulted in the large type numbers to the sections and at the head of each margin, and there is a good index. Small as these matters may appear, they are of considerable importance to the practitioner who wants to get rapidly to a particular provision of the Act. As to the notes, we cannot speak in terms of unqualified commendation. They are sometimes useful and practical—as, for instance, the observation on section 3, sub-section (6), that no provision is made by that sub-section for expenses incurred in tracing or getting in the legal estate, or for questions respecting want or deficiency of stamps, or want of registration of deeds. In other cases the notes contain explanations of the law before the Act, which are often of value in showing the precise alterations effected. But we do not often find explanations of the numerous difficulties of the Act. The notes are too often mere summaries of the effect of the sections, which can only be of use to the hasty reader. There does not seem to be much advantage, for instance, in appending to section 14, sub-section (9)—which provides that "this section applies to leases made either before or after the commencement of this Act, and shall have effect notwithstanding any stipulation to the contrary"—a note stating that "it will be noticed that this section is retrospective, and cannot be excluded by any stipulation to the contrary"; or in appending to section 31, sub-sections (7) and (8), a note that "it is important to notice that this section applies, unless a contrary intention is expressed, to trusts created either before or after the commencement of this Act." That is surely sufficiently plainly stated in the sub-sections themselves. Nor are the notes always accurate. For instance, on p. 87 we find it stated that "the attorney should exercise his powers in the name of his principal, and use and sign his principal's name instead of his own"—an observation which seems to have been penned in forgetfulness of section 46, which provides that "the donee of a power of attorney may, if he thinks fit, execute or do any assurance, instrument, or thing in and with his own name and signature and his own seal, where sealing is required, by the authority of the donor of the power." And what does Mr. White mean by saying in the note at p. 125, that section 65, sub-section (5), "provides a means of disentailing the leaseholds"? We should rather have said that the object of the sub-section is to provide a means of entailing leaseholds by converting them into entailed freeholds.

CHITTY'S STATUTES.

THE STATUTES OF PRACTICAL UTILITY IN THE CIVIL AND CRIMINAL ADMINISTRATION OF JUSTICE PASSED 44 & 45 VICT. (1881), ALPHABETICALLY ARRANGED, WITH NOTES THEREON AND A COPIOUS INDEX. By J. M. LELY, Esq., Barrister-at-Law. Vol. 1, Part 1. H. Sweet; Stevens & Sons.

A considerable use of the last edition of Chitty's Statutes has fully confirmed the favourable opinion we expressed of that work on its appearance. We can say, with some confidence, that the convenience of such a work to the practising lawyer can hardly be over-estimated. The selection of statutes is judicious, and the notes are just sufficient to put the reader on the right track for information. In the present supplement Mr. Lely has selected thirty-one out of the seventy-two public Acts passed last session, and has grouped them under their proper headings, appending explanatory notes. The value of such a commentary will be seen from the notes to the first, and apparently least noteworthy, Acts in the volume—the Statute Law Revision Act and the Expiring Laws Continuance Act. Points which might puzzle the reader in these Acts are carefully explained, and references given to the places in Chitty's Statutes where the repealed or continued enactments are to be found. So with the other Acts of the session, including the Conveyancing Act, which is extensively annotated. The result is to give to the lawyer who buys this volume an intelligent explanation of all the practical Acts passed during the session; and this, we imagine, is an advantage which will be extensively appreciated.

A NOVEL LAW DIARY.

BALLINGER'S LAW DIARY FOR BARRISTERS AND SOLICITORS, 1882. PART 1. JANUARY TO JUNE. Printed by Howard & Jones.

The idea of this diary, which is stated be be entirely novel, seems to us to be excellent. In a work which will conveniently go into the coat pocket there is given a page for each day, which contains space, first of all, for summonses and appointments, as to which there are four columns—the first headed "Matter or cause," the second "Nature of summons or place of appointment" the third "Result," and the last "Time"; the various working hours of the day being here inserted. The solicitor who makes an appointment has, therefore, only to mark on the line of the hour the name of the matter and the place of appointment, and he has in his pocket a reminder of his engagements. Below this there is space for entering "general work"; below that again, space for noting letters to be written, and, finally, at the foot of the page there are three columns, headed Pleadings, containing space for "Papers to counsel," "Documents to be drawn," and "Last day to deliver or file." The advantage of having the whole day's work thus classified and noted on a single page of a pocket-book appears to us to be very great.

INCORPORATED LAW SOCIETY'S CALENDAR.

THE INCORPORATED LAW SOCIETY'S CALENDAR FOR THE YEAR, 1882. By Authority of the Council.

We need not do more than note the appearance of this calendar, and suggest, for the consideration of the council, that in the local list of country members and the list of foreign correspondents, it would be a convenience if the names of the towns or places were printed in thicker type, and always placed on the right-hand side of the page.

CORRESPONDENCE.

THE REPEAL OF LORD CRANWORTH'S ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You gave some countenance in your last issue to the remark in Clerke and Brett's Commentary on the Conveyancing Act, to the effect that it does not seem possible by any construction of the section, however liberal, to continue the operation of Lord Cranworth's Act in favour of instruments from which provisions have been omitted in reliance upon the powers conferred by that Act, beyond the date of its repeal.

I dissent from this view and venture to say a word or two against it.

Lord Cranworth's Act, as its title imports, gives to trustees, mortgagees, and others certain powers, and its provisions, speaking generally, are to extend only to persons entitled or acting under instruments executed after its passing.

The question in controversy is the meaning of the saving out of the repealing section of the Conveyancing Act of "any operation, effect, or consequence" of any instrument executed before the repeal takes effect.

It is not necessary to deny that the application to any instrument of the powers conferred by Lord Cranworth's Act, or the exercise of any of those powers, is, in a sense, a consequence of that Act; but the powers are a dead letter until attracted by the existence of an instrument to which they apply, and they are then part of the statute law governing that instrument. Surely the terms "operation," "effect," and "consequence" of any instrument properly describe the operation, effect, and consequence arising from such instrument as it is affected, not only by rules of law and equity, but also by statute law. Therefore these terms must be fully sufficient to save the powers of Lord Cranworth's Act in the case of any instrument to which it applied.

Temple, Jan. 16. A. J. WOOD.

[No doubt "the terms 'operation,' 'effect,' and 'consequence' of any instrument properly describe the operation, effect, and consequence arising from such instrument as it is affected, not only by rules of law and equity, but also by statute law," so long as such statute law *remains in existence*. But the question is about what happens when the statute law is repealed, and here we are unable to follow our correspondent's argument, which, if it is good for anything, seems to supersede the need ever to insert any saving clause at all. Does our correspondent think that, when any of the "rules of law and equity" are repealed (as, for example, the rules of equity relating to the consolidation of mortgages), they will continue, without the aid of a saving clause, to govern the construction of instruments executed before the repeal? And if not, nothing is gained by what appears to be our correspondent's contention, that statute law is entitled to the same privileges in this respect as "rules of law and equity." We thought that the courts would probably contrive to wriggle out of the difficulty by some such loophole as that suggested by our correspondent; but we retain our opinion that they ought not to have been (quite needlessly) forced to perform such a painful and undignified feat.—ED. *S. J.*]

WHAT SHOULD BE THE FORM OF MORTGAGE?

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am aware that you express an opinion very prevalent among solicitors, when you say that the power of leasing given by section 18 of the Act should be always expressly excluded.

I venture respectfully to contest this view. A power to lease for twenty-one years at a rack-rent is one which a mortgagor may often have occasion to exercise in the prudent management of the property, and it seems to me that he ought not to be deprived of so useful a power, except when the nature of the property or other circumstances makes it probable, in the opinion of the mortgagor's advisers, that a lease granted under it would materially diminish the value of the security, which I apprehend would not, as a general rule, be the case.

As regards the power to grant building leases, it is not worth while to negative it where the property is not suited for building purposes, and where it is, the question whether the power is to be retained, or excluded, or varied, will always be a matter of special arrangement.

Lincoln's-inn, Jan. 14. JOHN WHITCOMBE.

[Our correspondent seems to misapprehend the grounds upon which

we objected to the retention of section 18—viz., that its terms are vague and of dangerous import. We did not object altogether to giving a proper power of leasing to the mortgagor, though we conceive that this should be done only under special circumstances. If the *mortgagee* has such a power of leasing as the circumstances require, we are unable to see how the absence of such a power in the *mortgagor* could injure the security. And we think that a power for the mortgagor to grant building leases at a peppercorn rent for the first five years is one which would require very special circumstances indeed to justify its insertion. We cannot help looking with doubt and suspicion upon what seems to be the drift of our correspondent's last sentence—viz., that it is not worth while to exclude a dangerous power unless, at the time of the making of the security, there appears to be a probability of its abuse.—ED. *S. J.*]

CATTLE LEVANT AND COUCHANT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I think that the judgment delivered by Mr. Justice Willes in the case of *Carr* v. *Lambert* (L. R. 1 Ex. 168), mentioned by your correspondent "Lex," as establishing that the cattle "need not have eaten any of the produce of land drawing common," also explains the meaning of the expression levant and couchant, and implies that they need not have slept on the premises. The late Mr. Joshua Williams, after giving an account of the case, says, using some of the words of the judgment:—"It appears, therefore, that levancy and couchancy is rather the measure of the capacity of the land, than a condition to be actually and literally complied with by the actual lying down and getting up of the cattle. . . . There can, however, be no right of common in respect of a house which has no homestead connected with it in which cattle may be housed" (Williams on Common and other Prescriptive Rights, p. 35); and on p. 31 he says, "It denotes the number of animals which the land, to which the right of common belongs, can maintain by its winter eatage or produce—that is, during the season in which, the grass not growing, the right of common is of no benefit to the cattle."

2, Old Buildings, Lincoln's-inn, January 14. W. C. MAUDE.

THE CONVEYANCING ACT, 1881.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Looking at section 40 of this Act, which enables a married woman to execute a power of attorney as if she were unmarried, could an attorney, thus appointed, execute leases or conveyances of property vested in a married woman in trust for sale, and which the married woman had agreed to sell, and by this means avoid the necessity for an acknowledgment of every such deed by the married woman trustee? If so, a useless formality, involving much expense, may be put an end to.

Preston, Jan. 10. INQUIRER.

[We apprehend that the attorney could not do any act which could not have been done by his principal. It is to be observed that the original draft of the Act contemplated the abolition of acknowledgments by married women, which fact may perhaps explain the existence of the doubt expressed by our correspondent.—ED. S. J.]

On Wednesday, at the meeting of the Faculty of Advocates, the election of a dean, in the room of Mr. Kinnear, recently elevated to the bench, took place. There were three candidates—Mr. J. H. A. M'Donald, Q.C., sheriff of Perthshire, ex-Solicitor-General for Scotland; Mr. John Traynor, sheriff of Forfar; and Mr. William Mackintosh, procurator of the Church of Scotland and *interim* sheriff of Ross and Cromarty. On a division there voted for Mr. M'Donald, 96; for Mr. Mackintosh, 42; for Mr. Traynor, 30.

At the Manchester Assizes on Tuesday, before Lord Coleridge, Charles Vine, on bail, a boy aged 10, was charged with setting fire to a stack of hay and straw, the property of Isaac Wright. The prisoner had confessed that he had set fire to the stack with some matches out of a box which he had picked up, and having done so, he had run away home as fast as he could. There was no evidence of any express malice on the part of the prisoner, nor any evidence as to his antecedents or general conduct one way or the other. At the close of the case for the prosecution, Mr. Mathews submitted that there was no case to go to the jury, the prisoner being only ten years old, and no evidence having been given that the boy was of a mischievous disposition. He cited the following passage from "Archbold's Criminal Pleading," 19th edition, 1878, page 17:—"Between the age of seven and fourteen years an infant shall be deemed *primâ facie* to be *doli incapax*, but *malitia supplet ætatem*, and this presumption may be rebutted by strong and pregnant evidence of a mischievous discretion." There was no formal proof of the prisoner's age, but it is stated by the *Times*' reporter that from his appearance in the dock there is no doubt that in all probability his age was that stated in the "calendar"—namely, ten years. The Lord Chief Justice said that he considered that the passage cited applied to this case, and, having consulted Mr. Justice Bowen, who was of the same opinion, directed a verdict of Not Guilty to be returned, and the boy was discharged.

CASES OF THE WEEK.

LIQUIDATION PROCEEDINGS — PARTNERS — TRANSFER TO ANOTHER COURT —RESOLUTIONS OF JOINT AND SEPARATE CREDITORS—BANKRUPTCY RULES, 1870, RR. 285, 288.—In a case of *Ex parte Horrocks*, before the Court of Appeal on the 12th inst., a question of some importance in practice arose as to the power of creditors to direct that the proceedings under a liquidation petition filed by partners shall be transferred from the court in which they were originated to another court. Rule 285 of 1870 provides that "in cases of proceedings for liquidation by arrangement or composition instituted by partners, separate meetings of the different classes of creditors shall be held; thus, if the partnership consists of A., B., and C., a meeting of the joint creditors of A., B., and C. shall be first held, and separate meetings of the separate creditors of A., B., and C. shall be held at a date or time subsequent to the meeting of the partnership creditors. The joint creditors may come to such resolution as they may think fit with regard to the joint estate. The separate creditors may also come to such resolution as they may think fit as regards the liquidation of the estate of their individual debtor, but, in the event of their determining upon his bankruptcy, or the liquidation of his estate by arrangement, they shall choose the same trustee, if any, as has been or shall be appointed by the joint or partnership creditors, but they may appoint a committee of inspection from their own body, if they think fit, or they may adopt the committee, if any, appointed by the joint or partnership creditors." And, by rule 288, "the creditors assembled at any general meeting may include in their resolution a direction that the proceedings be transferred to any court other than that in which the same were originated; and, upon any such resolution being filed, the proceedings shall be forthwith transferred in accordance therewith; and the court to which the same shall have been transferred shall thereafter act in the matter of the proceedings in like manner as if the same had been properly instituted therein in the first instance." In *Ex parte Horrocks* a liquidation petition was filed in a county court by two partners, and a liquidation by arrangement was resolved on at a meeting of the joint creditors, and a trustee was appointed. On the next day meetings of the separate creditors of each partner were held, and resolutions to the same effect were passed, the same trustee being appointed. Some time afterwards a meeting of the joint creditors was held, and a special resolution was passed directing that the proceedings under the petition should be transferred to another county court, but no meetings of the separate creditors were summoned to consider the propriety of the transfer. The registrar of the county court held that it was necessary that separate resolutions should be passed at distinct meetings of the separate creditors, approving of the transfer, and as this had not been done, he refused to file the resolution or to make the transfer. His decision was affirmed by the judge of the county court, and afterwards by the Chief Judge, and the Court of Appeal (JESSEL, M.R., and BRETT and LINDLEY, L.JJ.) adopted the same view. It was urged that, according to the settled practice in bankruptcy, separate creditors as such had no voice in any of the proceedings under the joint adjudication, except as to the granting of a discharge to the bankrupt, and that in a bankruptcy of partners the joint creditors would have the power of determining (without the intervention of the separate creditors) whether the proceedings should be transferred to another court. And it was said that the provisions of rule 285 apply only to the first meetings of the creditors, and are intended to give the separate creditors an independent voice only on the question how the separate estates shall be liquidated. JESSEL, M.R., said that it was clear that the rules in bankruptcy did not apply to proceedings under a liquidation by arrangement in all cases. The rules were not easy to construe, but this might not be the fault of the draftsman. Cases would arise which were not foreseen, and therefore, not provided for; not from any lack of power of expression or want of knowledge on the part of the draftsman, but from a want of the power of prevision. The question was whether the transfer could be made without the consent of the separate creditors. Rule 285 was worded generally. It said that "in cases of proceedings for liquidation by arrangement or composition instituted by partners, meetings of the different classes of creditors shall be held," and it went on to explain that a meeting of the joint creditors should be first held, and afterwards separate meetings of the separate creditors of each partner. His lordship could find nothing in the rule to cut down the meaning of these words, which were quite general, and, that being so, they meant that, in all cases in which meetings of creditors were to be held under proceedings for liquidation instituted by partners, separate meetings of the joint and separate creditors should be held. Would this construction lead to any difficulty upon rule 288? There was, no doubt, this difficulty: if the rule was read literally, then, if the proceedings were instituted by two partners, there would be three meetings—of the joint creditors and of the separate creditors of each partner—and resolutions might be passed transferring the proceedings as to the three estates to three different courts. But his lordship thought the true meaning of the rule was that the whole of the proceedings should be transferred to one and the same court. They could not, therefore, be removed at all unless all the three meetings decided on the removal. All three must concur in the removal, for otherwise the whole of the proceedings could not be removed. This construction appeared fairly to carry out the meaning of the rules. It could not be known *à priori* whether the joint or the separate creditors would be the larger in amount, and it was a fair thing to say that all should concur in the removal. The practice in bankruptcy had grown up under a very different system, and it was manifestly not intended to govern liquidation proceedings. BRETT, L.J., concurred. LINDLEY, L.J., said that rule 288 was worded so as to apply only to the case of a single debtor petitioning, but it must be read as applying also to partners. And he could see no other way of making it workable but by adopting the construction suggested by the Master of the Rolls, which involved no undue

straining of the words.—SOLICITORS, *Phelps, Sidgwick, & Biddle; Pitman & Son.*

BANKRUPTCY—REPUTED OWNERSHIP—ORDER AND DISPOSITION—CONSENT OF TRUE OWNER—TRUST PROPERTY—BANKRUPCY ACT, 1869, s. 15.—In a case of *Ex parte Maston*, before the Court of Appeal on the 12th inst., the question arose whether some stock-in-trade which had belonged to an intestate was to be treated as divisible among the creditors of a bankrupt, who had, after the death of the intestate, carried on his business as agent for his administratrix, on the ground that the goods in question had, with the consent of the true owner, been in the order and disposition of the bankrupt as reputed owner. The court (JESSEL, M.R., and BRETT and LINDLEY, L.JJ.) came to the conclusion on the evidence that, as a matter of fact, no such consent had ever been given by the administratrix, and it became unnecessary to decide the question of law whether her consent, if it had been given, would have been sufficient. But JESSEL, M.R., said that, without giving a final opinion, he was disposed to think that by the "true owner" was meant the beneficial owner, and that, whether it was or was not necessary that in the case of trust property the consent of both the legal and beneficial owners should be given, it was, at any rate, essential that the consent of the beneficial owner should be given. The consent of a bare trustee could not deprive the beneficial owner of his property.—SOLICITORS, *Pitman & Son; G. L. P. Eyre & Co.*

COMPANY — WINDING UP — WISHES OF CONTRIBUTORIES — FAILURE OF OBJECTS OF COMPANY.—In a case of *In re The Haven Gold Mining Company*, before the Court of Appeal on the 14th inst., the question arose whether an order ought to be made to wind up a company on the petition of some shareholders, though the large majority of the shareholders desired that the company should go on. The company was formed for the purpose of working for gold in some land in New Zealand, in which the company were supposed to have acquired mining rights. The company was formed in 1880, and soon after the formation it was discovered that there was a difficulty about the title to the property, and in May, 1881, information was received from New Zealand that the land was in the possession of, and was being worked by, a person who claimed it under a title prior in date to that of the person through whom the company claimed, and whose title had been registered before the registration of the title of the company's predecessor. This information was confirmed in September, 1881, and the directors then summoned a meeting of the shareholders, and advised them that it was hopeless to attempt to proceed with the undertaking, and that the company ought to be wound up voluntarily. The great majority of the shareholders, however, wished to go on, and resolved to send out an agent to New Zealand to endeavour to obtain an extension of the supposed mining rights, the original grant of which to the company's predecessor would soon expire. Under these circumstances, Bacon, V.C., refused to make a winding-up order on the petition of some shareholders. The Court of Appeal (JESSEL, M.R., and BRETT and LINDLEY, L.JJ.) held that the company ought to be wound up. JESSEL, M.R., said that it must be taken to have been proved that no title could be shown to the property. Could then the majority of the shareholders bind the minority to go on with the speculation because they chose to assume that there was some small chance of ultimate success? Could it be said that there was any reasonable prospect of ever acquiring the supposed property? No doubt the court would have regard to the wishes of the shareholders. But when the whole sub-stratum of the company had no existence, and it was clear that it could never carry on business, the minority had a right to have it wound up. BRETT, L.J., said that, the company not being insolvent, and the majority of the shareholders desiring to go on, the court would not interfere unless there was a total absence of the subject-matter which the company was formed to work, and no reasonable prospect of their obtaining such a property. He thought that this was so in the present case, and that the opinion of the majority of the shareholders that there was a chance of success, was unfounded, and ought not to bind the minority.—SOLICITORS, *Beall; Harrison; Preston & Co.*

TRUSTEE AND CESTUI QUE TRUST — BREACH OF TRUST—STATUTE OF LIMITATIONS—STALE DEMAND.—In a case of *Harston* v. *Tenison*, before the Court of Appeal on the 16th inst., the question arose whether the right to recover from a trustee the amount of the loss occasioned by a breach of trust had been barred by the Statute of Limitations, or whether, at any rate, the *cestuis que trust* had lost their remedy by delay and acquiescence. By the will of a testator who died in 1836 his son and his daughter were appointed trustees and executors. The son afterwards, with the assent of the daughter, received the proceeds of sale of some stock which formed part of the estate, and applied the money to his own use. In 1856 new trustees were appointed in place of the son and the daughter. In 1858 some of the beneficiaries instituted a suit in the Court of Chancery, against the old and the new trustees, for the execution of the trusts of the will, and in 1859 a decree for their execution was made, and inquiries as to breaches of trust were directed. In 1860 the chief clerk found the amount of the loss which had been occasioned by the breach of trust, and an order was made that the daughter should, within six months, transfer into court the amount of the stock the proceeds of which had been misapplied. She failed to obey this order, and process of contempt was issued against her, but she avoided it by going abroad, where she remained until 1870. No sequestration was issued against her. On the further consideration of the suit in 1863, an order was made that her interest under the will (a life interest) should be impounded and applied in making good *pro tanto* the breach of trust. No personal order was, however, made against her for payment of the amount of the defalcation, either on this occasion or on the subsequent further consideration of the cause in 1866, nor were any further steps taken against her, though she was, from 1870 until her death in 1880, living in England, and this was known to the beneficiaries. After her death an action was brought by the survivor of the two new trustees against her executors, claiming, as a creditor in respect of the breach of trust, the administration of her estate on behalf of himself and her other creditors. It was objected by the defendants that the plaintiff was not entitled to sue, at any rate without making some of the *cestuis que trust* under the father's will parties to the action; that the breach of trust had, by virtue of the orders made in the former suit, been converted into a judgment debt, and that the plaintiff's remedy was barred by the Statute of Limitations; and that, at any rate, the demand was one which a court of equity would consider stale, and that the *cestuis que trust* had lost their rights by *laches* and acquiescence. Fry, J., dismissed the action, on the ground that it was an attempt to enforce a stale demand, and that the *cestuis que trust* must, under the circumstances, be taken to have elected to abandon their personal remedies against the daughter, and to be content with impounding her interest under the will. This decision was reversed by the Court of Appeal (Lord COLERIDGE, C.J., BAGGALLAY, L.J., and Sir JAMES HANNEN). BAGGALLAY, L.J., who delivered the judgment of the court, said that the case of *May* v. *Selby* (1 Y. & C. Ch. 235) showed that the plaintiff was the proper person to sue. Also it was the recognized doctrine of equity that, as between a trustee and his *cestui que trust*, no time would operate as a bar to the equitable claim of the latter in respect of a breach of an express trust, and section 25 (sub-section 2) of the Judicature Act of 1873 contained a statutory declaration of this rule. Nor did their lordships think that ther were any substantial grounds for making the presumption which Fry, J., had made. It was a well-established rule that a *cestui que trust* who, knowing that his trustee had committed a breach of trust, obtained from him a part only of that to which he was entitled, did not thereby waive his right to such further relief as he might be able to obtain, unless there was something in the surrounding circumstances from which an intention so to do could be clearly inferred. Their lordships thought that no such inference could be drawn from the conduct of the *cestuis que trust* in the present case. It was not suggested that, at the time when the order on further consideration was made, the daughter had any property in this country, other than her interest in the trust estate, which could be made available to satisfy what she might be ordered to pay. The *cestuis que trust* got what they could out of the wreck by impounding her interest, and there was nothing in their conduct to suggest that they intended to waive any rights which they might have against her or her estate should she again come within the jurisdiction of the court, or become possessed of property which might be made available for the satisfaction of their demand. Nor did their conduct, subsequently to the order on further consideration, give rise to any such inference. It was not suggested that after her return to England in 1870 she was, to the knowledge of any of the *cestuis que trust*, possessed of any property which could be made available to satisfy their claims. To have taken proceedings would, in all probability, have led to further expense and loss. Moreover, at the time when the present action was commenced, some of the persons interested in the trust estate were still infants, and by no act of their own could those infants be debarred of their rights. This point did not appear to have been brought to the attention of Fry, J. But it was said that the claim of a *cestui que trust* could be barred by lapse of time operating against his trustee, and in support of this proposition the case of *Hovenden* v. *Lord Annesley* (2 Sch. & Lef. 607) was relied on. Lord Redesdale, however, was there dealing, not with a case between a *cestui que trust* and his trustee in respect of a breach of an express trust committed by the trustee, but with a case between a *cestui que trust* and a third person, whom it was proposed to treat as a constructive trustee by reason of dealings between himself and the express trustee. Nor was there anything in the conduct of the present plaintiff which, had he been a beneficiary under the will, would have amounted to acquiescence or *laches* on his part sufficient to debar him from enforcing any claim which he might otherwise have had against the daughter's estate. Under the circumstances, he was not bound to institute proceedings against her at the risk of having himself to bear the costs of them. The usual administration order must, therefore, be made, and both parties would have their costs of the appeal as costs in the action.—SOLICITORS, *Jackson & Wright; Bolton, Robbins, & Busk.*

SLANDER OF TITLE — NEWSPAPER REPORT — INACCURACY — MALICE—SPECIAL DAMAGE—INJUNCTION.—In a case of *McGill* v. *Collingridge*, before Manisty, J. (sitting for Kay, J.), on the 17th inst., a question arose as to whether the plaintiffs were entitled to relief under the following circumstances:—The defendants were the proprietors and publishers of a newspaper, and the plaintiffs were respectively the owner and licensee of a patent. The plaintiffs, in November, 1880, discovered that certain persons were selling an American invention, alleged to be an infringement of their patent, and they commenced three actions to restrain the piracy. On the 17th of December, 1880, motions were made in all three actions to restrain the infringement until the trial, and in two of the actions orders by consent were made, granting injunctions until the trial, and in the third the motion was directed to stand over, the defendant in the meantime undertaking to keep an account. On the 18th of December, 1880, the defendants published what purported to be a report of two of the motions, and in it they stated, amongst other things, that the Master of the Rolls had said that he did not see there was any patent in the plaintiffs' invention, as he had seen plenty similar articles on many occasions. This statement, and others in the report, were admittedly inaccurate, and the plaintiffs, on discovering the fact of the insertion, wrote to the defendants, requiring them to insert an amended report, with an editorial comment, showing how the mistake had arisen. The defendants did subsequently insert an amended report with a short editorial, but the plaintiffs, not considering the defendants had complied with their requirements, commenced this action to restrain the defendants from printing or publishing any further copies of their issue of the 18th of December, 1880, and for damages. The defendants had

broken up their type of that issue, and stated in their defence that they only had a few copies in their possession for reference and not for sale. They also stated in their defence that the report was received from their ordinary reporter, and that it was inserted *bonâ fide* and without malice. The plaintiffs alleged generally in their statement of claim that the sales of their patented article had fallen off after the report, and adduced evidence in support of such statement. MANISTY, J., in reference to the injunction asked for, was of opinion, as the defendants had broken up their type and did not intend to sell any further copies of the inaccurate report, that no such injunction was necessary, and that the same ought not to be granted. He considered that the action was in effect one for slander of title, and that the gist of such an action was the allegation and proof of special damage. He did not think that the general statement of damage in the statement of claim, on the authority of the case of *Malachy* v. *Soper* (3 Bing. N. C. 371), was sufficient to support the action, and that on that ground the plaintiffs could not succeed. But even if such allegations were sufficient, the plaintiffs had failed to prove that their sales had fallen off in consequence of the untrue report of the defendants. The importation of the American machines no doubt had caused this, and he could not put it down to the defendants' paper. The plaintiffs' case, therefore, failed, and the action must be dismissed, but as the defendants had acted negligently in inserting such a report, it would be dismissed without costs.—SOLICITORS, *E. W. Owles; De Jersey, Micklem, & Co.*

CONTRACT—BREACH OF STIPULATIONS—PROVISION FOR FORFEITURE OF SPECIFIED SUM—LIQUIDATED DAMAGES OR PENALTY.—In a case of *Wallis* v. *Smith*, before Fry, J., on the 14th inst., the question arose whether a sum which was to be forfeited by one of the parties to a contract as liquidated damages, on his failing to perform the provisions therein contained, was to be taken to be only a penalty against which the court would relieve. The contract was entered into in August, 1879, between Wallis, the owner of some land in the neighbourhood of London, and Smith, a civil engineer. The agreement stated that there was on the land a large deposit of clay suitable for the manufacture of bricks, tiles, and terra-cotta ware, and that the land was suitable for the erection of villas, and that, for the purpose of developing the estate, it had been agreed between the parties as thereinafter stated. And it was provided that Wallis was to sell the estate to Smith at the price of £70,000, and that Smith was to provide the necessary capital, not exceeding £70,000, for the purpose of laying out and making the necessary roads and drains for the estate and to erect houses thereon. If necessary, two contracts between the parties were to be prepared, one for the sale of the estate, and the other providing that Smith should, on account of Wallis, construct the roads and manufacture on the estate bricks, &c., and generally do all works necessary, at a price to be paid by Wallis to him as thereinafter mentioned. The two contracts were to be read as between the parties as one. Wallis was to give Smith possession of such portions of the land as might be necessary for the works, from time to time as the land was covered with houses or laid out for building purposes or roads, and, in consideration of this, Smith was to provide £70,000 for the purpose of executing the works, when and as the same might be required, so that the works should be prosecuted forthwith with due diligence. A deposit of £5,000 on the purchase-money of the estate was to be paid by Smith, £500 of it on the execution of the contract, and the balance within seven months; the money when paid to be placed on a deposit account in a bank in the joint names of Wallis and Smith. On the execution of the contract and on payment of the £500, Wallis was to give Smith possession of such portions of the land as might be necessary for carrying out the contract, and Smith was at once to proceed with the works, which were to be finished within ten years from the date of the contract. If the works were not then completed, such portions of the estate as might be unsold were to be sold by auction, and the proceeds of sale, after paying what might be due to Smith in respect of moneys expended on the works, were to be applied in paying the balance of the purchase-money of £70,000, and the ultimate balance was to be divided equally between Smith and Wallis. So soon as Smith should have spent £5,000 on the works, he was to be entitled to receive back the deposit lodged in the bank. The £70,000 was to be continued by him in the works until they were all finished. After the deposit of the £500, the title of Wallis to the estate was to be investigated, and, if he was unable to produce a good title, Smith was to be entitled to receive back the deposit of £500, and, in addition, Wallis was to pay him £5,000 as liquidated damages. The proceeds of the sale of the bricks, &c., and of the sale of ground-rents, houses, or land, and all moneys received under leases, were to be applied from time to time in repaying the capital expended by Smith in excess of £5,000, the intention being that the £5,000 expended on the estate was to be treated as in substitution for the £5,000 deposit, and the balance was to be applied in payment of the purchase-money of £70,000, and, after these payments had been made, the proceeds were to be divided equally between Wallis and Smith. There was to be, in any event, no personal liability on the part of Smith to pay Wallis any part of the purchase-money of £70,000, and no personal liability on the part of Wallis to repay Smith any advances made by him, but they were respectively to look only to the said proceeds for payment and repayment. Smith was to give the whole of his time and personal attention to the works. Nothing in the agreement was to be held to constitute a partnership between the parties. There were various other subsidiary stipulations. It was then provided, by clause 25, that, if Smith should commit a substantial breach of the agreement, either in not proceeding forthwith with all due diligence to carry out and complete the several works contemplated, or in failing to perform any of the provisions therein contained, then, and in either of these events, the deposit of £5,000, whether expended upon the estate or not, was to be forfeited, and, if the balance of such deposit had not been paid, then Smith should forfeit and pay a sum equal to the balance, the intention being that, if default was made by Smith as aforesaid, he should forfeit and pay to Wallis, as and by way of liquidated damages, the sum of £5,000, and the agreement was to be void and of no effect (but in estimating the £5,000, credit was to be given for all moneys expended by Smith upon the works), and Wallis should not be called upon to pay or give any compensation or satisfaction for any moneys expended by Smith in pursuance of the agreement, the object and intention being that Wallis, upon such events happening, should have, and if necessary retake, possession of the estate, with all buildings and works erected thereon, discharged from the agreement, without any interference on the part of Smith, but such breach was not to be the consequence of a misconstruction of the language or meaning of any of the provisions of the agreement. It was lastly provided, by clause 26, that if Wallis should fail to fulfil any of the conditions or stipulations on his part, or should in any way hinder Smith in the performance by him of the stipulations, or interfere with the exercise of any discretion thereby reserved to Smith, or do any act prejudicial to the carrying out of the agreement in the manner most profitable to the parties, then Smith should be entitled to take possession of the whole of the estate as owner in fee simple, without any further payment on account of purchase-money, and should receive from Wallis a conveyance thereof, and Wallis should have no further interest therein, or in the agreement, or any of the works, but the same should belong absolutely to Smith. Immediately after the execution of this agreement, another agreement was executed by the parties for the sale of the estate to Smith, but the second agreement contemplated, with regard to the proposed works, was never executed. No part of the deposit of £5,000 was ever paid by Smith. He failed to perform the agreement in any respect, and refused to do so, and he never expended anything upon works under it. In December, 1879, Wallis commenced the action, alleging that he had sustained damage in excess of £5,000 by reason of the defendant's default, and claiming an order that the defendant should pay £500 by way of liquidated damages. On behalf of the defendant it was contended that the £5,000 was really in the nature of a penalty, though it was called in the agreement liquidated damages. FRY, J., declined to adopt this view. He said that the short effect of the agreement was, that Wallis was to put into the common enterprize the land, which was to be deemed to be of the value of £70,000, and Smith was to bring in working capital to the extent, if necessary, of £70,000, the whole of which was ultimately to be repaid, except £5,000, which he was to sink in the estate. Then clause 25 provided that the breach of the contract, upon which the forfeiture of the £5,000 was to take place, must be a substantial breach; it must go to the substance of the contract. In the next place, it must be what might be described as a wilful breach. In the next place, the effect of the clause was that, if more than £5,000 had been expended by Smith on the estate, the estate would revest in Wallis, discharged from any right of repayment in Smith. To that extent the clause had very little operation, for, if Smith had expended a sum of money on the land, and had then declined to go on with his contract, the land would, in the absence of any such clause, belong to Wallis, and Smith would lose his money. It had been, indeed, suggested that Smith would have a lien on the land for the money which he had expended, but, on principle, his lordship thought that a man who had broken his contract could not have any such right. If anything short of £5,000 had been expended by Smith, he was to pay the difference to Wallis. The agreement evidently contemplated the deposit as the primary fund to pay the £5,000. And it must be observed that £5,000 was also the sum which Wallis was to pay to Smith, in the event of his not showing a title to the land, and it was also the sum which Smith was to sink in the land in the event of the agreement being carried out. His lordship could not come to any other conclusion than that the parties meant that, if Smith prevented Wallis from getting the benefit of the agreement, he should either leave the £5,000 in the land, or pay Wallis the difference between it and the money which he had expended. This conclusion was strengthened by clause 26. Was there anything in the authorities contrary to this conclusion? The question whether a sum of money was a penalty or liquidated damages was one of construction. That was the primary rule, and there were other subordinate ones. It was clear that the use of the words "liquidated damages" was not conclusive. It was also clear that, if under the agreement a number of things of different importance were to be done, and one large sum was mentioned as to be paid on default in the doing of any of them, the court would, if it could, construe it as a penalty, and not as liquidated damages. But in the present case the clause applied only to a breach which was at once wilful and substantial, and such a breach must always be of importance to the parties. The clause, therefore, really applied to one act only. There were other cases which showed that, when a sum was already in the hands of a stakeholder which was to be applied in payment of the liquidated damage in the event of a breach of the agreement, the court would hold that it was to be paid as damages and was not a penalty. When a sum of money was set apart to meet a contingency, it was difficult to say that the stakeholder was not, on the happening of the contingency, to hand it over at once to the party entitled to it. Those cases had a strong bearing on the present case. Even, therefore, if no effect was to be given to the words "liquidated damages," his lordship thought the primary object of the parties was that the £5,000 should be paid by Smith on the happening of the events mentioned in clause 25. The plaintiff was, therefore, entitled to judgment for the £5,000.—SOLICITORS, *Russell, Son, & Scott: G. H. Terrell.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, acting as Chief Judge.)

January 10.—*Ex parte Watkins, Re Watkins.*

W. presented a petition for liquidation, but no application was made for any injunction to restrain actions.

Subsequently to the presentation of the petition, and before the first meeting, G., a judgment creditor of W., obtained a commitment order against W. for payment of the amount due to him, or for his commit-

ment, and W., while attending the second meeting of creditors, was arrested at the suit of G.

The proceeding under the petition having resulted in the registration of a resolution for composition, W. applied for his release.

Held, that G. was in the position of a secured creditor, and that the application must be refused.

This was an application by Charles Richard Watkins for an order for his release from her Majesty's prison at Holloway.

On the 7th of December last, the debtor (a non-trader) filed a petition for liquidation by arrangement or composition with his creditors, and a first meeting was duly held on the 23rd of December, when the creditors passed a resolution accepting a composition of two shillings in the pound.

The resolution was filed, and at the second meeting, held on the 6th of January, it was unanimously confirmed by the creditors, and on the 9th of January the resolution was registered. Charles Thomas Green, one of the creditors, was inserted in the list presented at the meetings, and the usual notices were sent to him.

Green had, previously to the liquidation petition, instituted proceedings in the City of London Court for the recovery of the debt due to him, and on the 20th of December obtained an order for payment of £4 18s. 9d., the amount actually due, or, in default, that the debtor should be committed to Holloway Gaol. On the 6th of January the debtor was arrested under the order, while attending the second meeting of creditors, and he is now in Holloway Gaol.

P. W. Nazer (solicitor), in support of the application.—The resolution having been registered, the detaining creditor is bound by the composition, and can no longer hold the debtor in custody.

Mr. REGISTRAR MURRAY.—Why was not an injunction granted to restrain proceedings in the action or under the order?

Nazer.—The estate was a small one, and an injunction could not have been obtained without the appointment of a receiver, and this would have caused unnecessary expense. The detaining creditor had no right to take any step in the action after the presentation of the petition, and he now seeks to obtain a preference over the other creditors.

Brough, for the detaining creditor.—In the absence of any injunction the detaining creditor had a right to seek to enforce payment of his debt, and he acquired a security before the registration of the resolution. A secured creditor who becomes such at any time before the resolution for composition is registered, and without notice of any restraining order, is not affected by the resolution, and may proceed to enforce his security so long as he has raised no equity against himself: *Ex parte Jones*, 23 W. R. 886, L. R. 10 Ch. 663; *Ex parte McLaren*, *Re McColla*, 29 W. R. 389, L. R. 16 Ch. D. 534. Until registration has taken place, the resolution for composition is of no validity whatever.

Nazer, in reply.—The cases cited are distinguishable. Here the detaining creditor seeks a remedy against the person of the debtor, and not against his property.

Mr. REGISTRAR MURRAY said he did not think that made any difference, for the detaining creditor was a secured creditor. *Ex parte Jones* showed that where, in a case of composition, a creditor obtained a judgment, and levied an execution before the first meeting, he became a secured creditor, and, by *Ex parte McLaren*, the time was extended until registration. It appeared that Mr. Commissioner Kerr, in the exercise of his judicial functions, and having regard to the man's means, made an order for payment of the debt due to the creditor, and there was no injunction to restrain proceedings in the action. If a receiver had been appointed, an injunction might have been granted, but the detaining creditor was now, in point of fact, a secured creditor, and the present application must be refused.

Solicitor for the detaining creditor, *T. Hulbert*.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings *in Banc*, before FIELD, J., and HUDDLESTON, B.)

January 12.—*Ex parte Barrow*.

Bompas, Q.C., appeared in support of the application.

W. Murray appeared for the Incorporated Law Society; and *Raymond*, for Mr. Sears.

This was a petition referred by the Master of the Rolls to this court to restore the applicant, Mr. Barrow, a solicitor, to the rolls of court. It appeared that Mr. Barrow had been admitted in 1843, and continued to practise until 1874, when a motion was made in the Court of Common Pleas to strike him off the roll on behalf of Mr. Charles Sears, a client, on the ground that he had misappropriated moneys amounting to some £80 odd. Mr. Sears was indebted to Mr. Barrow in the sum of £30 or £40 for costs of defending certain actions, but Mr. Barrow did not claim them, not having taken out a certificate. This rule was made absolute, the applicant stating that he was too poor to employ counsel to show cause against it. Mr. Barrow was fined £50 for practising without a certificate, and sent to prison for six weeks in default of payment, and his furniture was sold under a bill of sale. Since then the applicant had been employed as a solicitor's clerk, and had made full reparation to Mr. Sears, who supported the present application. An affidavit in support was read by Mr. Forster, a solicitor in whose service Mr. Barrow now is, which stated that the applicant had been for upwards of five years managing clerk to Mr. J. H. Waring, who was Mr. Forster's predecessor, as solicitor to a trade protection society. Mr. Forster was willing to take Mr. Barrow into partnership as joint solicitors to this society, as he had given much satisfaction to his clients. Mr. Bompas referred to several cases where a solicitor who had been struck off the roll had been allowed to return to practice after an interval of some years on satisfactory affidavits from solicitors and others as to his character and conduct in the interval.

FIELD, J., pointed out that there was no affidavit here in support except from the gentleman who wished to take the applicant into partnership. There was no affidavit from Mr. Waring, and no information as to the grounds the Court of Common Pleas acted upon striking the applicant off the roll. Mr. Barrow had better renew his application on better materials if he could obtain them. There would be no order on this motion.

HUDDLESTON, B., concurred.—*Times*.

WESTERN CIRCUIT.—WINCHESTER, Jan. 18.

(Before BOWEN, J.)

William Henry Newman, aged seventy-seven, a solicitor, of Southampton, was charged with having defrauded the trustees of the late Thomas Dawkins of the sum of £14,000.

Bullen prosecuted; the

Hon. Bernard Coleridge defended.

The defendant, who bore a high character, was the solicitor of the late Mr. Dawkins. On the death of the latter, the trustees who were appointed under his will called on Newman with regard to the securities in which the estate of the deceased was invested. Newman gave them a list of mortgages showing investments to the amount of £17,140. Subsequently, the two trustees, not feeling it safe to have so large a sum out on mortgage, saw Newman and requested him to call in all the money except £4,000, and to invest the proceeds in consols. He remonstrated at this, pointing out that the change of investment would cause a serious diminution of income, but, as the trustees persisted, he drew up notices, which they signed. On their subsequently calling about the money, Newman confessed that, with some comparatively small exceptions, the mortgages were non-existent, or long paid off, and he had not got the money. He offered to pay back the principal at the rate of £1,000 a year, and to pay a further annual sum of £600 by way of interest, but this the trustees declined to accept, saying that there was no security that he could pay such amounts. He was now charged under 24 & 25 Vict. c. 96, s. 76, which enacts that "whosoever, being a banker, merchant, broker, attorney, or agent, and being intrusted, either solely or jointly with any other person, with the property of any other person for safe custody, shall, with intent to defraud, sell, negotiate, transfer, pledge, or in any manner convert or appropriate the same or any part thereof to or for his own use or benefit, or the use or benefit of any person other than the person by whom he was so intrusted, shall be guilty of a misdemeanor."

Coleridge, at the close of the case for the prosecution, submitted that there was no case, as it had been decided in *Reg.* v. *Cooper* (L. R. 4 C. C. R. 123) that the intrusting a solicitor with money to invest on mortgage was not intrusting such money for safe custody within the terms of the section. The prisoner had been indicted under that section and not under section 75, which applied to cases such as the present, because section 75 required that the person intrusted with money to invest should have been directed in writing how to invest the money, and there had been no such direction here.

Bullen, in reply, cited the case of *Reg.* v. *Fullager* (41 L. T. N. S. 448), in which, under somewhat similar circumstances, a conviction had been affirmed, but

Coleridge, in reply, pointed out that in that case there had been express directions to the solicitor to retain money, the proceeds of a mortgage, in safe custody while the client made up her mind how to re-invest it; moreover, the case of *Reg* v. *Cooper* was not referred to, showing that the questions were different.

BOWEN, J., said that he should reserve the point for the Court of Criminal Appeal, and as the learned counsel decided not to address the jury, he directed them that, for the purposes of the day, they must take it from him that if Newman received money of the deceased on the terms that he was to take care of it himself, or to invest it for him and keep it safe until that was done, and if he converted it to his own use, he would be guilty.

The jury found the defendant guilty, and the learned judge deferred sentence, declining to accept bail. Newman had been in custody up to the trial, the magistrates having fixed his bail at £10,000, which he was unable to find.—*Times*.

OBITUARY.

SIR RICHARD MALINS.

The Right Hon. Sir Richard Malins, knight, who was for many years a Vice-Chancellor, died at his residence in Lowndes-square on the 15th inst., in his seventy-sixth year. Sir R. Malins was the third son of Mr. William Malins, of Ailstone, Warwickshire, his mother having been a daughter of Mr. Thomas Hunter, of Pershore, and he was born at Evesham in 1806. He was educated at a private school, and proceeded thence to Caius College, Cambridge, where he graduated as a junior optime in 1827. He was called to the bar at the Inner Temple in 1830, but afterwards migrated to Lincoln's-inn. After devoting himself in the first instance to conveyancing, he gradually obtained a good junior practice in equity, and in 1849 he received a silk gown from Lord Cottenham. He selected the court of Vice-Chancellors Parker and Stuart, the leadership of which he eventually shared with the present Vice-Chancellor Bacon, and for several years he enjoyed a very large practice. In 1852 he was elected M.P. for the borough of Wallingford in the Conservative interest, and he was re-elected at the general elections of 1857 and 1859; but in 1865 he was defeated by the late Sir Charles Dilke. He was a very frequent

speaker in the House of Commons, and he may be remembered as having united with Mr. Gladstone and others in an obstinate opposition to the Divorce Bill of 1857. In October, 1866, on the resignation of the late Sir R. T. Kindersley, he was appointed a Vice-Chancellor, and shortly afterwards received the honour of knighthood. He held his seat on the bench for nearly fifteen years. Among the most important cases decided by him were *Erlanger* v. *New Sombrero Phosphate Company*, *Hayman* v. *Trustees of Rugby School*, and the proceedings against the directors of Overend, Gurney, & Co. Sir R. Malins was a man of kind and amiable disposition, and was generally popular with the bar. His strength had for some years been failing. About three years ago he was thrown from his horse, when he sustained injuries which incapacitated him for several months from his judicial duties and rendered him permanently lame. In the spring of last year he had an attack of paralysis, and shortly afterwards resigned his seat on the bench. His death was hastened by the shock occasioned to him by the death, about a fortnight previously, of Lady Malins, who was the eldest daughter of the Rev. Arthur Farwell, rector of St. Martin's, Cornwall. Sir R. Malins was a bencher of Lincoln's-inn, and was treasurer of that society in 1870. He was sworn in as a Privy Councillor upon his retirement from the bench. He leaves no family.

MR. CHARLES HENRY TURNER.

Mr. Charles Henry Turner, solicitor, formerly of Exeter, died at his residence, Highcliffe House, Dawlish, on the 7th inst., at the age of eighty-two. Mr. Turner was born in 1799, and was admitted a solicitor about the year 1823, and had practised for over fifty years at Exeter, where he had a large private practice. On the passing of the Probate Act, 1857, he was appointed registrar of the district probate registry at Exeter, and he held that office until his death, although the state of his health compelled him to relinquish his private practice about five years ago. Mr. Turner had been for several years a magistrate for the city of Exeter, and soon after his retirement he was made a magistrate for Devonshire. He had been married three times, but he leaves no family. He was buried at Dawlish on the 12th inst.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, January 11, the following directors being present:—Mr. P. Rickman, in the chair; Mr. Sankey (Canterbury), deputy-chairman; Messrs. Asker (Norwich), Brook, Hedger, Janson, Pennington, Roscoe, Rose, Smith, Styan, Walters, and Woolbert; Mr. Eiffe (secretary). A sum of £200 was distributed in grants of relief to a necessitous solicitor and the necessitous widows and families of ten deceased solicitors; five gentlemen were admitted members of the association, and other general business transacted.

ASSOCIATION FOR PROMOTION OF LAW REFORM.

AMENDMENT OF THE LUNACY LAWS.

A meeting of the members of this association was held on Monday evening, at which Mr. A. E. Miller, Q.C., LL.D., one of the Railway Commissioners, read a paper in favour of an amendment of the lunacy laws.

Mr. DODDS, M.P., who presided, said that the fact that the lunacy laws required amendment was evident from the circumstance that, during last session of Parliament, two Bills were introduced proposing to deal with them, and that others have been actually prepared and would have been introduced had there been any chance of their becoming law.

Mr. MILLER, in the course of his paper, said that he was satisfied that, if public attention were once properly directed to the subject, it would at once be seen that the law at present governing our treatment of lunatics offended more against the fundamental principles of personal liberty than did any other part of our judicial system. If it could only be brought home to the public at large that there was no man or woman in England who was not liable to be incarcerated for life without notice either to himself or anyone else, and without any power of securing an investigation of his case, if only anyone be sufficiently interested in getting him out of the way to make it worth his while to secure the services of two medical practitioners, and to pay for the confederacy of a keeper of a so-called private asylum, the attention it deserved would speedily be given to the subject. It was the sane and not the insane he was concerned about, and it was to guard the liberty of the sane from unjust incarceration that the present law required amendment. With that view he proposed that no inquiry into the sanity of an alleged lunatic, whether by a master in lunacy or otherwise, should be held in private; that, in order to authorize the detention of anyone as a lunatic, such inquiry ought to be public, to proceed exclusively upon sworn evidence, given by witnesses produced for cross-examination, and ought to be conducted by a competent judicial officer, assisted either by a jury or by sworn medical assessors, at the option of the alleged lunatic, but in no case acting upon his own judgment merely. Except where the inquiry had been ordered by the Lunacy Commissioners, its cost ought to be borne in the first instance by the person instituting the same, but he should be recouped out of the lunatic's property (if any) whenever the case was satisfactorily established. He further proposed that no lunatic should be liable to be forcibly detained in any asylum or other place whatever until his lunacy had been established by inquiry, except under a warrant from a magistrate which should only be grantable upon sworn depositions showing that the deponent had reason to fear that the lunatic, if left at large, would be dangerous either to himself or some other persons. Such warrant should only be valid for seven days from its date unless before the expiration of that time proceedings for an inquisition had been duly commenced. It should be obligatory on the person obtaining such a warrant to take such proceedings within the week, and his failure to do so, or to duly prosecute them, when commenced, up to report, should be conclusive evidence against him in any action for false imprisonment which the alleged lunatic might be advised to bring. These provisions, if thoroughly carried out, would, he thought, be sufficient to secure at least as high a degree of probability that no sane man was kept under detention as a lunatic as there was now that no innocent man was condemned to penal servitude as a criminal.

A long discussion ensued, in the course of which Dr. GRANVILLE defended the medical profession against the charge of malpractices which were sometimes imputed to them in connection with the granting of certificates of insanity, and said that in all his experience of twenty years he knew of no case in which a charge of malpractice against a medical practitioner had been borne out by facts.

Dr. WOOD spoke in the same direction, and strongly objected against asylums being referred to as places of incarceration, maintaining that they were happy homes in which the patients found the protection and the treatment they required, and such as they could obtain nowhere else. He pointed out that as long as there were lunatics there must be places for their treatment, and it was therefore necessary for their own sake and that of the public that their friends should have the power of calling upon the assistance in such cases of the properly constituted authority.

Dr. H. HICKS supported this view.

Mrs. LOWE urged the propriety of lunacy commissioners residing in the district they supervised, so that there might be a proper local inspection, and that each commissioner should be held responsible for what took place in his own district.

Mr. BLACKWELL was in favour of the substitution of public for private asylums, and

Mr. MOSELEY also urged the necessity for an amendment of the law.

Mr. MILLER having replied, was accorded a hearty vote of thanks for his paper, and the proceedings terminated.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

DECEMBER EXAMINATION, 1881,

On the subjects of the lectures of the professors of the Inns of Court, held at Lincoln's-inn Hall, December 20 and 21, 1881.

The Council of Legal Education have awarded the following prizes to the undermentioned students:—Roman law, jurisprudence and private international law—T. Bateman Napier, of the Inner Temple, a prize of £50; Cumbhumpati Akilandaiya, of the Inner Temple, a prize of £15; and Stevenson Stewart Moore, of the Middle Temple, a prize of £10. Common law—George Manchester Cohen, of the Middle Temple, a prize of £50; Muncherji Dadabhai Dadysett, of the Middle Temple, a prize of £25; and Richard Walter Kittle, of Lincoln's-inn, and William A. G. Woods (*Aeq.*), of the Middle Temple, prizes of £12 respectively. Real and personal property law—John Lenton Pulling, of Gray's-inn, a prize of £50; and Frederic Mackenzie Maxwell, of Lincoln's-inn, a prize of £25. Equity—Reginald Winslow, of Lincoln's-inn, a prize of £25; and William Baxter, of the Inner Temple, and Edward Clayton, of Gray's-inn (*Aeq.*), of Gray's-inn, prizes of £12 10s. respectively. The council have also awarded to the student who obtained the greatest aggregate number of marks in the subjects of the lectures given by two of the professors—viz., in equity, and real and personal property law—Henry Terrell, of the Middle Temple, a prize of £70.

HILARY EXAMINATION, 1882.

GENERAL EXAMINATION of STUDENTS of the INNS of COURT, held at Lincoln's-inn Hall, December 28, 29, 30, and 31, 1881, and January 2 and 3, 1882.

The Council of Legal Education have awarded to Frederic Mackenzie Maxwell, of Lincoln's-inn, and William Baxter, of the Inner Temple, studentships in jurisprudence and Roman law of one hundred guineas, to continue for a period of two years; and to Thomas Bateman Napier, of the Inner Temple, a studentship in jurisprudence and Roman law, of one hundred guineas, for one year. The council have also awarded to the following students certificates that they have satisfactorily passed a public examination:—George Anson Byron, George Cawston, Churchill William Coster, Gerald Hardwicke Cowie, Lionel Crosskey, George Latham Davis, Albert Joel Ellis, Arthur Evans, Hermann John Falk, Nanda Lal Ghosh, Charles Frederick Goss, Charles Gipps Hamilton, Walter Yeates Hargreaves, Abraham Hebron, Bernard Henry Holland, Henry Gordon Jeaffreson, Lawrence John Jones, William John Lee, John Forrester M'Ewen, Thomas Alexander Martin, Henry Mellish, William James Noble, William Percy Pain, James Worsley Pennyman, William Radcliffe, Henry Medlicott Rumball, Thomas Henry Russell, Walter Cranley Ryde, Arthur Llewellyn Saxon, Henry Edmund Simons, Kounr Shivanath Sinha, Samuel Frederick Smithson, Henry Francis Herbert Thompson, Cecil Torr, Patrick Herbert White, Walter Augustus Wigram, and Wolstenholme Murray Owen Wilson, of the Inner Temple; Alfred Victor Blumberg, Charles White Burroughs, Philip Henry Clifford, George Manchester Cohen, John Robert Duff, Stuart Forster, Richard Rufus Gausden, Richard Thomas Higgins, Reginald Arthur Philip Hogan, William Bold Hurry, Charles William Imrie, Stampa Walter Lambert, John Lithiby, Peter MacGregor, Frank Grove Powell, Reginald Cautley Saunders, Robert Lamb Wallace, and Thomas Arthur Wallis, of the Middle Temple; Andrew Oswald

Ackworth, William Gurney Angus, Hugh Sandeman Budd, Walter Ivimey Cook, George Waylat Ellis, Thomas Henry Boileau Graham, Thomas Rees Jones, Richard Walter Kittle, George Paul MacDonell, Mortimer Drewe Malleson, William Robert Sheldon, George Smith, Robert Wright Taylor, William Frederick Webster, James Clifton Wheat, and Reginald Winslow, of Lincoln's-inn; and Henry Albert Alcazar, and Henry Loader Beddy, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law:—Gerald Lindrey Appleyard, William Barton, John Dickson Batten, Lewis Beard, Walter Henry Lynden Bell, William Bentinck Balleine Broderick, William Bridgman Brown, George Montagu Brown-Westhead, Alexander Gordon Cardew, Harold Tarth Carrington, Lewis Henry Hugh Clifford, Francis Cochran, Peter Macintyre Evans, William Gleed, Frederick Edward Grant Haines, Gavin Francis Hamilton, Alfred Herbert Higgins, Alfred Arthur Hudson, Arnold Eardley Hurry, Maurice Jaques, Bertram Henry Latter, Walter Lawrence, Alfred Joseph George Lippitt, John Charles Medd, Ernest Louis Meinertzhazen, Robert John Parker, Walter Gerald Ponsonby, Herbert Henry Raphael, John Frederick Peel Rawlinson, Edward Joshua Blackburn Scratton, Anandrao Sheshadri, Frederick Ernest Slee, Allan Gibson Steel, Charles John Stewart, Chella Vencatanarasiah, and William Howell Walters, of the Inner Temple; Charles Machin Barry, Rowland Burdon, Thomas Dale, Thomas Hamer Dolbey, Griffith Henry Evans, John Harington Gubbins, Alfred Holt, Thomas Alexander Southwell Keily, Hamid Ali Khan, George Edward Lamplugh, David Calder Leck, Gerard Sunderland Lereschc, Jonathan Oakeshott, Charles Felix Palmer, Frederick Ritter, John Harper Scaife, Richard Smith, Robert Wallace, and Rowland George Allanson Winn, of the Middle Temple; Thomas Henry Attwater, Richard Ridley Farrer, George Hamilton Fenner, Clifford Wyndham Holgate, William Julius Jeaffreson, Arthur Henry Lyell, Peter Renner, John Prout Stainton, Horace Newbegin Watts, and Roland John Windus, of Lincoln's-inn; and Richard Reader Harris, Adalbert Ebenezer Hendrickson, and William John Reynold Pochin, of Gray's-inn, Esqs.

LEGAL APPOINTMENTS.

Mr. RICHARD FURBER, solicitor, of 8, Gray's-inn-square, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. AUGUSTINE EDWARD TOWER, solicitor, of 90, Lower Thames-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Sir FREDERICK CARTER, K.C.M.G., Chief Justice of Newfoundland, has been appointed to administer the Government of that colony during the absence of Sir Henry Maxse, the governor.

Mr. WALTER DAWES, solicitor, of Rye, has been appointed Town Clerk of that borough, in succession to Mr. George Slade Butler, resigned. Mr. Dawes was admitted a solicitor in 1863.

Mr. BENJAMIN EDGAR HODGENS, solicitor, of Abergavenny, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. THOMAS WILLIAM DENMAN, solicitor (of the firm of Mee, Burnaby, & Denman), of East Retford, has been appointed Clerk to the East Retford Board of Guardians, Assessment Committee, and Rural Sanitary Authority, on the resignation of his partner, Mr. Charles Sherrard Burnaby, who is also coroner for the Newark Division of Nottinghamshire and clerk to the county magistrates. Mr. Denman was admitted a solicitor in 1855, and is deputy-coroner for the division and clerk to the Commissioners of Taxes at East Retford.

Mr. ALEXANDER SMITH KINNEAR, LL.D., the newly-appointed Lord Ordinary of the Court of Session in Scotland, has assumed the honorary title of Lord Kinnear.

Mr. CHARLES WILLIAM POWELL, solicitor, of Newport Pagnell, has been appointed Clerk to the Newport Pagnell Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and Superintendent Registrar for the district, in succession to his father, the late Mr. William Powell. Mr. C. W. Powell was admitted a solicitor in 1859, and is in partnership with Mr. Samuel Newman.

Mr. ALBERT EDWARDS, solicitor, of Sidmouth and Ottery St Mary, has been appointed Clerk to the Ottery Local Board.

Mr. HUGH HUGHES, junior, solicitor, of Aberystwith, has been appointed Clerk to the Aberystwith Board of Guardians, Assessment Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. Hugh Hughes, senior. Mr. Hughes, junior, was admitted a solicitor in 1876. He is also clerk to the county magistrates,

Mr. EDWARD HARRY ADCOCK, solicitor, of Palmerston-buildings, Old Broad-street, London, E.C., and Croydon-road, Penge, Surrey, has been appointed a Commissioner for the Province of Nova Scotia.

Mr. RICHARD TEMPLE RENNIE, barrister, has been appointed Chief Judge of the Supreme Consular Court for China and Japan, in succession to Mr. George French, deceased. Mr. Rennie was called to the bar at the Inner Temple in Trinity Term, 1860, and he formerly practised on the Western Circuit. He was about three years ago appointed judge of her Majesty's Court for Japan.

Mr. NICHOLAS JOHN HANNEN, Crown Advocate at Shanghae, has been appointed Judge of her Majesty's Court for Japan, in succession to Mr. Richard Temple Rennie, who has been appointed Chief Judge of the Supreme Consular Court for China and Japan. Mr. Hannen was called to the bar at the Inner Temple in Trinity Term, 1866.

Mr. ROBERT HUNTER, solicitor (of the firm of Horne, Hunter, & Birkett), of 6, Lincoln's-inn-fields, has been appointed Solicitor to the Post Office, in succession to Mr. Horace Watson, deceased. Mr. Hunter was admitted a solicitor in 1867. He is clerk to the Conservators of Wimbledon-common.

DISSOLUTION OF PARTNERSHIP.

EDWARD ST. GEORGE WOLSELEY and FREDERICK JAMES HARRIS, solicitors, 32, Titchborne-street, Edgward-road, and 5, Hill's-place, Oxford-street, London (Wolseley & Harris). Dec. 31. In future such business will be carried on by the said Frederick James Harris alone.

[*Gazette*, Jan. 17, 1882.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GENERAL MINERAL WATER SUPPLY ASSOCIATION, LIMITED.—Chitty, J, has, by an order dated Nov 29, appoint Edward Lawrence Cleaver, 289, King's rd, Chelsea, to be official liquidator. Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Feb 24, at 12, is appointed for hearing and adjudicating upon the debts and claims

HAWKSTOR CHINA CLAY COMPANY, LIMITED.—By an order made by Chitty, J, dated Jan 6, it was ordered that the company be wound up. Tibbits and Son, Field court, Gray's inn, solicitors for the petitioners

LAMBERT GRAY AND COMPANY, LIMITED.—Chitty, J, has fixed Monday, Jan 23, at 12, at his chambers, for the appointment of an official liquidator

MERCHANTS AND SHIPPERS' WHARFAGE COMPANY, LIMITED.—Petition for winding up, presented Jan 11, directed to be heard before Chitty, J, on Saturday, Jan 21. White, Poultry, solicitor for the petitioner

RAUNDS IRON AND LIMESTONE QUARRIES, LIMITED.—Petition for winding up, presented Jan 6, directed to be heard before Chitty, J, on Saturday, Jan 21. Tilleard and Co, Old Jewry, agents for Park and Mansfield, Barrow-in-Furness, solicitors for the petitioners

SANTA CRUZ SULPHUR AND COPPER COMPANY, LIMITED.—Petition for winding up, presented Jan 12, directed to be heard before Chitty, J, on Saturday, Jan 21. Ellis, Bedford row, solicitor for the petitioner

TYNE PUBLISHING COMPANY, LIMITED.—Petition for winding up, presented Jan 10, directed to be heard before Kay, J, on Jan 21. Pattison and Co, Queen Victoria st, agents for Armstrong and Sons, Newcastle-on-Tyne, solicitors for the petitioner

[*Gazette*, Jan. 13.]

FAVERSHAM BRICKFIELDS COMPANY, LIMITED.—Kay, J., has fixed Jan 26 at 11 at his chambers for the appointment of an official liquidator

FINE ARTS ALLIANCE CO-OPERATIVE SOCIETY, LIMITED.—Petition for winding up, presented Jan 16, directed to be heard before Hall, V.C., on Jan. 27. Fisher, Finsbury pavement, solicitor for the petitioner

HARZER NATURAL MINERAL WATER COMPANY, LIMITED.—Kay, J., has fixed Jan 23 at 12 at the chambers of Chitty, J., for the appointment of an official liquidator

INDUSTRIAL BANK, LIMITED.—Bacon, V.C., has fixed Jan 26 at 12 at his chambers for the appointment of an official liquidator

J. WINSLOW JONES AND COMPANY, LIMITED.—Petition for winding up, presented Jan 16, directed to be heard before Fry, J., on Jan 27. Webb and Co, Queen Victoria st, solicitors for the petitioner

[*Gazette*, Jan. 17.]

UNLIMITED IN CHANCERY.

BLACKBURN HUNDRED PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Jan 10, directed to be heard before the V.C. at 21, Old sq, Lincoln's inn, on Jan 23 at 10.30. Shippey and Field, Manchester, agents for Ballard, Accrington, the petitioner's solicitor

FIRST CHESHIRE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Jan 12, directed to be heard before Chitty, J., on Jan 21. Makinson and Carpenter, Devereux bldgs, Temple, agents for Danger, Liverpool, solicitor for the petitioners

HULL RECHABITE SAVINGS FUND AND EQUITABLE LOAN SOCIETY.—Chitty, J., has by an order dated Jan 9 appointed Benjamin Pickering, jun, Kingston upon Hull, to be official liquidator

[*Gazette*, Jan. 13.]

HULL RECHABITE SAVINGS' FUND AND EQUITABLE LOAN SOCIETY.—Creditors are required, on or before Feb 17, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Pickering, the younger, Kingston upon Hull. Friday, Mar 3, at 12, is appointed for hearing and adjudicating upon the debts and claims

MUTUAL AID PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented Jan 14, directed to be heard before Hall, V.C., on Jan 27. Jones and Co, Lincoln's-inn-fields, solicitors for the petitioner

[*Gazette*, Jan. 17.]

COUNTY PALATINE OF LANCASTER.

IRON, STEEL, AND HARDWARE COMPANIES, LIMITED.—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts and claims to Higginson Robinson, Water st, Liverpool. Feb 20 at 11 is appointed for hearing and adjudicating upon the debts and claims

RHYL GARDENS, LAKE, AND LAND COMPANY, LIMITED.—Petition for winding up, presented Jan 7, directed to be heard before Fox Bristowe, V.C., at 21, Old sq, Lincoln's inn, on Jan 23 at 10.30. March, Manchester, solicitor for the petitioners

[*Gazette*, Jan. 13.]

FRIENDLY SOCIETIES DISSOLVED.

RICHMOND PROVIDENT SOCIETY, Richmond, Surrey. Jan 7. [*Gazette*, Jan 13.

AMICABLE SOCIETY, Mitre Tavern, Mitcham rd, Lower Tooting. Jan 13

COWDEN REFORMED BENEFIT SOCIETY, Crown Inn, Cowden, Kent. Jan 12

[*Gazette*, Jan. 17.]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

Any opposed motions certified by counsel moving to be urgent in cases about to be tried during the present assizes will be placed in a separate list.

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

ASHBY, WILLIAM, Gascoyne rd, South Hackney. Feb 1. Digby and Liddle, Circus pl, Finsbury circus
BUSS, THOMAS O'DEMPSEY LEBERT, Hatton gdn, Hydrometer Manufacturer. Feb 4. Young and Sons, Mark lane
DAVIDSON, JAMES, Egremont, Cumberland, Mining Engineer. Jan 31. Brockbank and Co, Whitehaven
FRANCOM, HENRY, Poole's Park Tavern, Seven Sisters' rd, Licensed Victualler. Feb 2. Clapham and Fitch, Bishopsgate Without
LANCEFIELD, ELIZA, Canterbury. Feb 15. Jones, Bloomsbury sq
PURDY, THOMAS EATON, Downham rd, Islington, Gent. Jan 31. Parkes, Queen Victoria st
SKONE, NAOMI, Egremont terrace, Crouch Hill. Mar 1. Poole, Bartholomew close
SYMONDS, EMILY, Hinton Manor, Hinton Waldrist, Berks. Feb 28. Brittan and Co, Bristol
WATERS, ROBERT, Stalham, Norfolk, Builder. Feb 18. Nye and Greenwood, Serjeants' inn, Fleet st
WATSON, JOHN, Durham, Gent. Jan 31. Watson and Smith, Durham
WILKS, SUSAN, Sunnyside, Wimbledon. Jan 31. Matthews and Greetham, Bedford row
[*Gazette*, Dec. 30.]

BARNS, WILLIAM, Haslemere, Surrey, Timber Merchant. Feb 11. Mellersh, Godalming
BIRKETT, SARAH ANN, Kingston upon Hull. Mar 1. Jackson, Hull
BOULTER, GEORGE BARNETT, Albany rd, Camberwell, Surrey, Licensed Victualler. Jan 30. Keene and Co, Mark lane
COMYN, WILLIAM HORATIO, Mangalore, South Canara, Madras, India, Collector. Jan 31. Warry and Co, Lincoln's inn fields
COWARD, SARAH, Stanley. York. Feb 15. Clark, Snaith, Yorkshire
DICK, AUGUSTUS ALEXANDER, Brighton, Major. Jan 31. Dalzell, Essex st, Strand
HATFIELD, JOHN AYRES, Cumberland st, Fitzroy sq, Bronze and Ormulu Manufacturer. Feb 9. Taylor and Co, Field ct, Gray's inn
LILLISTONE, MARY ANN, Beccles, Suffolk. Feb 1. Cheston and Sons, Great Winchester st
LEES, HENRY, Manchester, Colliery Proprietor. Mar 1. Earle and Co, Brown st, Manchester
MILLARD, THOMAS, St Paul's churchyard, Bookseller. Feb 28. Hamlin and Grammer, Staple inn
NELSON, CHARLES RICH, Hanwell. Feb 1. Hollingsworth and Co, East India avenue
PEMBERTON, ALEXANDER HOUSTON, Lancaster, St Helen's, out of business. Mar 1. Oppenheim, Hardshaw st, St Helen's, Lancashire
RAVENSCROFT, WILLIAM HITCHIN, Newton by Middlewich, Chester, Yeoman. Feb 14. Bygott, Middlewich
ROBSON, BRIDGET HOLLAND, Newton rd, Paddington. Mar 1. Robinson and Hilder, Jermyn st, St James
SMITH, LUCY, Aylesbury, Buckingham. Feb 13. Joseph and Thomas Parrott, Aylesbury
STEPHENSON, EDMAN, Bardney, Lincoln, Farmer. Feb 1. Page, jun, Lincoln
WATSON, WILLIAM, Cranham, Essex, Farmer. Feb 5. Hunt and Williams, Lombard st
WEIR, FRANCES, Crawley, Eglingham, Northumberland. Jan 31. Middlemas, Alnwick
WEIR, JAMES, Crawley, Eglingham, Northumberland, Farmer. Jan 31. Middlemas, Alnwick
WILLS, JOHN, Merriott, Somerset, Minister. Jan 31. Alford, Crewkerne
WOOD, ANN, Newcastle upon Tyne. Feb 14. Chartres and Co, Newcastle upon Tyne
WRIGHT, ANNETTE, Westmoreland rd, Paddington. Feb 10. Grant, Edgware rd
[*Gazette*, Jan. 3.]

A correspondent of the *Times* says that the late Lord Justice Lush was at one time of his early life clerk to Mr. Justice Bosanquet. This, he adds, was told me on the day Mr. Lush was sworn in as one of the justices of the Queen's Bench before Lord Chancellor Cranworth, in 1865, by Mr. W. Goodbody, the Lord Chancellor's Purse-bearer, who was present on the occasion, and he added, "And I was Mr. Lush's fellow-clerk."

A meeting of the United Law Students' Society was held at Clement's-inn Hall on Wednesday evening for the purpose of considering a paper read by Mr. W. J. Fraser, solicitor, a member of the society, upon "The difficulties experienced by judgment creditors in obtaining from sheriffs' officers and county court bailiffs the proceeds of executions." The suggestions made by the hon. member were attentively considered and fully discussed by the meeting, a resolution being eventually adopted referring it to the committee of the society to investigate the matter and to place the views of the society before various public functionaries and bodies.

At the Stock and Share Auction Company's sale, held on the 13th inst. at their sale-room, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—Surrey and Hampshire Canal Corporation £10 shares, fully paid, £3 5s.; Hornachos Silver Lead Mining £10 shares, £5 10s.; London Road Car £10 shares, £9 12s. 6d.; Ooregum Gold Mining Company of India £1 shares, 7s.; Capital Fire Insurance Association £10 shares, £1 paid, 6s.; Northampton Street Tramways £10 shares, fully paid, £7 7s.; Old Owlacombe Mines £1 shares, 5s.; Oriental Telephone £1 shares, 10s. paid, par; and other miscellaneous securities fetched fair prices. And on the 17th inst. the following were amongst the prices obtained:—La Plata Mines, 2¾; North Wales Freehold Copper Mines £1 shares, 15s.; United Parkend and New Fancy Collieries £100 debentures, par; Pure Beverage £1 shares, 9s.; Indian Glenrock Gold Mines £1 shares, 1⅛; Indian Consolidated Gold Company £1 shares, 10s. 6d.; and other miscellaneous securities fetched fair prices.

The directors of the Charnwood Forest Railway Company invit esubscriptions for 4,138 shares of £10 each, being the balance of the share capital of £159,000. The London and North-Western Railway Company have agreed to work the line at fifty per cent. of the gross receipts, and to subscribe £50,000 towards the share capital. Income at the rate of £5 per cent. per annum will be paid half-yearly upon the amount paid up in advance until the 1st of January, 1883, when it is expected that the line will be completed, and as a security for the due and punctual payment of the same the necessary sum will be invested in the names of two of the directors of the company.

SALES OF ENSUING WEEK.

Jan. 25.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, Jan. 14, p. 4).
Jan. 25.—Messrs. GODWIN & BASLEY, at the Mart, at 2 p.m., Ground Lease (see advertisement, Jan. 9, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

SPACKMAN.—Nov. 21, at Christchurch, New Zealand, the wife of W. H. Spackman, barrister-at-law, of a son.

DEATHS.

APPLETON.—Jan. 14, at 23, Barrington-road, Brixton, John Appleton, late of 8, Crosby-square, London, solicitor, aged 65.
BARTHOLOMEW.—Jan. 13, at Lansdowne House, Ladbroke-grove, W., William Bartholomew, solicitor, aged 76.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Jan. 13, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Birtwell, Joseph, Queen Victoria st, Iron Merchant. Pet Jan 10. Murray. Jan 27 at 11
Bissett, John, Charles st, Grosvenor sq, Builder. Pet Jan 9. Murray. Jan 27 at 11
Flower, H F , Clarges st, Piccadilly, no occupation. Pet Jan 11. Brougham, Jan 24 at 11

To Surrender in the Country.

Bradley, Christopher, and Walter Bradley, Bradford, Machine Wool Comb Makers. Pet Jan 10. Robinson. Bradford, Jan 24 at 12
Frank, Marmaduke, Saltburn-by-the-Sea, York, Shoemaker. Pet Jan 11. Crosby. Stockton-on-Tees, Jan 26 at 2.30
Hooper, W J , Bristol, Draper. Pet Jan 10. Harley. Bristol, Jan 27 at 2
Kennedy, William, Manchester, Publican. Pet Jan 9. Lister. Manchester, Jan 30 at 12
Morgans, Evan, Cardigan, Farmer. Pet Oct 21. Jenkins. Aberystwith, Jan 26 at 12
Wesley, Samuel William, Sheffield, Provision Dealer. Pet Jan 10. Wake. Sheffield, Jan 25 at 1.30

TUESDAY, Jan. 17, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Gough, Robert George, Paternoster sq, Dealer in Jewellery. Pet Jan 14 Hazlitt. Jan 31 at 12
Hay, John, Leadenhall st, Insurance Broker. Pet Jan 13. Brougham. Jan 31 at 11
Low, Maximilian, London Wall, Commission Agent. Pet Jan 14. Hazlitt. Feb 1 at 11
Picard, Francis, St. James's st, Bayswater. Pet Jan 12. Hazlitt. Feb 1 at 1

To Surrender in the Country.

Eggar, Frederick, Woking, Surrey, Brick Manufacturer. Pet Jan 10. White. Guildford, Jan 27 at 11
Hall, Joseph, Hanley, Stafford, Carriers' Agent. Pet Jan 11. Tennant. Hanley, Jan 30 at 11
Hall, Zillah, Swansea, Beerhouse Keeper. Pet Jan 14. Jones. Swansea, Jan 27 at 11
Jarrett, William Edgar, Rye, Sussex, Licensed Victualler. Pet Jan 13. Young. Hastings, Jan 28 at 2
Lorimer, George, Manningham, York, Travelling Draper. Pet Jan 12. Lee. Bradford, Jan 27 at 12
Morison, Henry, Liverpool, Paint Manufacturer. Pet Jan 13. Cooper. Liverpool, Jan 30 at 12
Porter, George Markham, Scarborough, no occupation. Pet Jan 3. Woodall. Scarborough, Jan 31 at 3
Rees, Letitia, Bronllys, Brecon. Pet Jan 9. Carless, jun. Hereford, Feb 8 at 12.45
Sheard, William, Leeds, Commercial Traveller. Pet Jan 12. Wake. Sheffield, Feb 1 at 1
Willcocks, John, Sileby, Leicester, Beerhouse Keeper. Pet Jan 13. Moore. Leicester, Jan 31 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 13, 1882.

Roseby, William John, Tinsley, York, Ironmaster. Jan 12

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 13, 1882.

Baxter, Richard, Mersey rd, Widnes, Lancaster, Butcher. Jan 26 at 11 at offices of Peters, Victoria rd, Widnes
Bettlestone, Charles, Bath, Somerset, Draper. Jan 30 at 3.30 at office of Stibbard, Leadenhall st. Clark, Bath
Belden, William, Great Dover st, Southwark, Boot Tree and Last Manufacturer. Jan 25 at 3 at Mason's hall Tavern, Masons' avenue. Young, Newgate st
Birrell, William, High Holborn, Licensed Victualler. Jan 21 at 1 at offices of Smith, Leadenhall st
Blandford, William, Leeds, York, Commission Agent. Jan 34 at 1 at offices of Wooler, Exchange bldgs, Batley
Blanksby, John Samuel, Chesterfield, Derby, Furniture Dealer. Jan 25 at 11 at office of Clark, Cavendish st, Chesterfield
Blunden, Henry, Mason st, Cornwall rd, Lambeth, out of business. Jan 26 at 3 at office of Peddell, Guildhall chmbrs, Basinghall st
Brisker, Anthony, Marlborough rd, Dalston, Match Manufacturer. Jan 24 at 3 at office of Taylor and Jacquet, South st, Finsbury sq
Brook, George, Ossett, York, Rag Dealer. Jan 26 at 3 at Scarborough Hotel, Market pl, Dewsbury. Stringer, Ossett
Brown, George Thomas, Pontypridd, Grocer. Jan 26 at 11 at Queen's Hotel, St Mary st, Cardiff. Davies, Pontypridd
Buffery, Edwin, Keighley, York, Painter. Jan 27 at 3 at offices of Spencer and Clarkson, North st, Keighley
Carter, Jowett, Morley, York, Builder. Jan 26 at 3 at offices of Robinson, Charles st, Bradford
Chapman, Moses, East Greenwich, Cab Proprietor. Feb 1 at 2 at offices of Dyte and Stead, Chancery lane. Venn and Woodcock, New inn
Christmas, Arthur, Bath, Tailor and Outfitter. Jan 25 at 3 at offices of Titley, Orange grove, Bath
Ingram, David Christopher, Bourn and Holbeach, Lincoln, Watchmaker. Jan 27 at 2.30 at offices of Deacon and Wilkin, Cross st, Peterborough
Clue, George May, Portsea, Landport, Chemist. Jan 30 at 2 at 145, Cheapside. Paterson, Portsea

Coleman, William, Hastings, Builder. Jan 26 at 12 at Bridge House Hotel, London bridge
Crawte, George, Fulham. Coffee house Proprietor. Jan 19 at 3 at offices of Charlton and Co, Sise lane, Queen Victoria st
Davis, William, Notting hill, Coal Merchant. Feb 6 at 3 at offices of Noon and Clarke, Blomfield st
Delevante, Frederick, Ealing, Professor of Music. Jan 30 at 2 at offices of Armstrong, Chancery lane
Dixon, Joshua, Sherfin Side, Henheads, nr Accrington, Farmer. Jan 25 at 11 at Derby Hotel, Accrington
Dowdeswell, Thomas Cuthbert, Broadway, Worcester, Saddler. Jan 20 at 12 at Bullivant's Hotel, High st, Birmingham. Harris, Birmingham
Earle, Thomas, Lambeth walk, Corn Dealer. Jan 31 at 2 at Edmonds and Co, Cheapside. Webb and Son, Barbican
Fairbairn, Thomas, Angel lane, Stratford, Bootmaker. Jan 26 at 12 at offices of Meynell, Castle st, Holborn
Fear, Abraham, Hereford, Cooper. Jan 24 at 10.30 at offices of Corner, High Town, Hereford
Finn, Frederick George, Preston, Sussex, Grocer. Jan 25 at 3 at offices of Goodman, North st, Brighton
Fossey, William, Arlsey, Bedford, Straw Factor. Jan 31 at 4 at Crown Inn, Hitchin, Hertford
Freeman, John, Langthorpe, nr Boroughbridge, of no occupation. Jan 27 at 12.30 at Grantham Arms, Boroughbridge. West, Thirsk
Gawler, Thomas Abraham, Fivehead, Somerset, Grocer. Jan 28 at 11 at offices of Reed and Cook, Paul st, Taunton
Gillson, Thomas, North Fen, Bourn, Lincoln, Farmer. Jan 26 at 2.30 at the Nag's Head, Bourn. Deacon and Wilkins, Peterborough
Gobey, Arthur, Herbert terr, Nunhead Green, Camberwell, Surrey, Grocer. Feb 6 at 3 at 83, Gresham st. McMillin, Amen corner
Goy, Thomas, Kingston, Surrey, Butcher. Jan 30 at 3 at offices of Rowland, Clement's inn, Strand
Griffin, Frederick John, Golborne rd, Westbourne pk, Paddington, Fruiterer. Jan 26 at 3 at offices of Aird, Eastcheap
Grist, William Henry, Frome, Somerset, Provision Dealer. Jan 28 at 10.5 at the Grand Hotel, Broad st, Bristol. Ames, Frome
Grove, George, Birmingham, Warwick, Licensed Victualler. Jan 30 at 11 at offices of Blewitt, Waterloo st, Birmingham
Haigh, Fred, Leeds, York, Grocer. Jan 24 at 3 at office of Dale, Albion st, Leeds
Handforth, Thomas, the younger, Manchester, Baker. Jan 30 at 3 at offices of Oram and Co, Peter st, Manchester
Harrison, George, Birmingham, Grocer. Jan 26 at 3 at offices of Johnson and Co, Waterloo st, Birmingham
Hassfield, Maxmilian Stanislaus Hassfield, Newgate st, Manufacturer's Agent. Feb 14 at 3 at City Terminus Hotel, Cannon st. Montagu, Bucklersbury
Hodds, James, Gt Yarmouth, Sugar Boiler. Jan 26 at 11 at offices of Cowl, South Quay, Gt Yarmouth
Howe, Martha, Robert st, Infirmary rd, Sheffield. Jan 25 at 12 at Cutlers' Hall, Church st. Sheffield. Rodgers and Co
Hunter, Joseph, Sunderland, Durham, Provision Dealer. Jan 25 at 11 at offices of Haswell and Marshall, John st, Sunderland
James, Emily, Monmouth, Milliner. Jan 27 at 2 at King's Head Hotel, Monmouth. Williams, Ross
Jordan, Edward, Abergavenny, Monmouth, Boot Manufacturer. Jan 26 at 12 at offices of Dauncey, Albion chmbrs, Newport
Kinsey, William Steggles, Stanton, Suffolk, Innkeeper. Jan 25 at 12 at Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds
Lazarus, Moss, King st, West Hammersmith, Tailor. Jan 23 at 3 at offices of Barnett, Palmerston bldgs, Old Broad st
Littley, William, Birmingham, Beer Retailer. Jan 26 at 3 at officesof Plant, Cannon st, Birmingham
Littlewood, Charles, Rotherham, Beerhouse Keeper. Jan 27 at 11 at Ship Hotel, Westgate, Rotherham. Barras
Maitland, Andrew, jun, Eccleston villas, Prescot, Corn Miller. Jan 27 at 3 at 53, Dale st, Liverpool. Massey, St Helens
Makepeace, Robert, Billingsgate st, Greenwich, Licensed Victualler. Jan 31 at 3 at 26, Plumstead rd, Plumstead. Cooper, Lincoln's inn fields
Mattick, William Craddock, North sub Hamdon, Somerset, Farm Bailiff. Jan 25 at 10.30 at Railway Inn, Durston. Peren and McMillan, South Petherton
Matthews, Henry, Kettering rd, Northampton, Shoe Manufacturer. Jan 24 at 3 at office of Becke, Derngate, Northampton
Matthews, Robert, and Henry Matthews, King's Cross rd, Wheelwrights. Jan 23 at 3 at office of Cooper, Lincoln's inn fields
Mayhew, Frederick Henry, St Osyth, Farmer. Jan 28 at 12 at office of Turner, East hill, Colchester
Morris, Alfred John, Maltby st, Lard and Oil Refiner. Jan 27 at 11.30 at Masons' hall Tavern, Basinghall st. Bartrum, Bath
Morris, Samuel Wareing, Earl's Barton, Northampton, Shoe Manufacturer. Jan 24 at 11 at office of Becke, Derngate, Northampton
Nicholson, Jeramiah, Spittle Dene, Northumberland, Builders. Jan 25 at 2 at office of Joliffe, Collingwood st, Newcastle upon Tyne
Oates, Alfred, Scarborough, York, no occupation. Jan 23 at 3 at offices of Wellburn, Huntriss row, Scarborough
Oubridge, Robert, Church walk Nursery, Albion rd, Stoke Newington, Nurseryman. Jan 25 at 1 at offices of Medcalf, Union ct, Old Broad st
Parker, George, Aldermanbury, Wholesale Fancy Stationer. Feb 3 at 12 at offices of Smith, Great James st, Bedford row
Peet, George, Leicester, Licensed Victualler. Jan 30 at 3 at offices of Hollier and Batticombe, Market pl, Leicester
Penfold, William, Coombe rd, New Maldon, Surrey, Baker. Feb 2 at 2 at offices of Bridger, Botolph lane, Eastcheap
Pepper, Benjamin, North Frodingham, Coal Dealer. Jan 31 at 2.30 at Paragon Hotel, Kingston-upon-Hull. Dunn, Great Driffield
Percy, John James, Larkhall lane, Clapham, Tailor. Jan 24 at 2 at offices of Mandale, Mitre ct, Fleet st
Preston, Benjamin, East parade, Harrogate, York, Coal Merchant. Jan 24 at 12 at offices of Hardcastle and Barnfather, Victoria sq, Leeds
Popplewell, Robert James, jun, Colchester, Tailor. Jan 30 at 3 at Mullen's Hotel, Ironmonger lane, Cheapside. Wild and Co, Ironmonger lane, Cheapside
Pretty, John Thomas, Leicester, Joiner. Jan 30 at 3 at offices of Hincks, Bowling Green st, Leicester
Radford, Joseph, Stonnall, Stafford, Victualler. Jan 26 at 12 at offices of Abraham Baker, Walsall
Ratcliff, John, Fleetwood, Lancaster, Innkeeper. Jan 27 at 11 at offices of Barker, Victoria st, Fleetwood
Raylor, Thomas, Great Driffield, York, Grocer. Feb 1 at 2 at offices of White, Great Driffield
Raynor, James, Leicester, Commission Agent. Jan 26 at 3 at offices of Hollier and Batticombe, Market pl, Leicester
Richards, Herbert, Treorky, Glamorgan, Colliery Clerk. Jan 26 at 12.30 at Treorky Hotel, Treorky. Morgan
Richards, William, Holland st, Blackfriars, Licensed Victualler. Jan 31 at 3 at office of Nevett, Warwick ct, Gray's inn
Richardson, William, Myton gate, Kingston-upon-Hull, Baker. Jan 26 at 3 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull
Rodgers, William, Sheffield, Boot Dealer. Jan 30 at 3 at 4, New st, Leicester. Clegg and Sons
Searle, Charles, Glengall rd, Peckham, Baker Jan 24 at 3 at 23, Borough High st, Southwark. Fowler and Co
Selby, Henry Frederick, Messinia cottage, Potters Bar, Coal Merchant. Jan 31 at 3 at offices of Philp, Walbrook
Slade, Tom, Southampton, Baker. Jan 27 at 12 at offices of Pearce and Co, Lansdowne House, Southampton
Slinger, Thomas, Bawdlands, Clitheroe, Coach Builder. Jan 26 at 11 at offices of Wheeler and Fletcher, Preston New rd, Blackburn
Sly, John Randall, Salisbury, Tobacconist. Jan 25 at 2 at the Three Swans Hotel, Winchester st, Salisbury. Balsh, Bruton
Stevens, Cornelius, Guildford rd, Brighton, Carpenter. Feb 2 at 3 at offices of Schomberg, Middle st, Brighton
Stott, Benjamin, Rochdale. Lancaster, Cabinet Maker. Jan 27 at 10 at offices of Brierley, Butts, Rochdale
Sutcliffe, Anthony, and Rufus Woodhead, Halifax, Machine and Window Blind Makers. Jan 25 at 3.30 at offices of Jubb and Booth, Harrison rd, Halifax
Sumner, James, King's Norton, Worcester, Coal Dealer. Jan 24 at 11 at offices of Huggins and Mallard, Newhall chmbrs, Newhall st, Birmingham
Taylor, Edward, Sheffield, Joiner. Jan 23 at 12 at offices of the Incorporated Law Society, Sheffield
Walton, William, Black Bull Inn, Sedgefield, Durham, Innkeeper. Jan 26 at 3 at offices of Hunton and Bolsover, High st. Stockton-on-Tees
Weaver, Edward, Tunbridge Wells, Kent, Baker. Jan 25 at 11 at offices of Burton, Dyott ter, Tunbridge Wells
Weir, James Thomas, Portsea, Hants, Dealer in Toys. Jan 31 at 3 at 145, Cheapside. King, Portsea
Welton, Howard John, Ingatestone, Essex, Saddler. Jan 30 at 11 at offices of Trewren and Southcott, King st, Cheapside
Whincup, Thomas Thompson, Geeston, Rutland, Common Brewer. Feb 1 at 3 at offices of Stapleton, St Paul's st, Stamford
Whitehead, Edmund, Manchester, Silk Manufacturer. Feb 2 at 3 at offices of Cobbett and Co, Brown st, Manchester
Whitehead, Frederick George John, Park village West, Gent. Jan 25 at 3 at Inns of Court Hotel, Holborn. Lamb, Bedford row
Whitehouse, John, Oldbury, Worcester, Licensed Victualler. Jan 28 at 2 at offices of Forrest, Church st, Oldbury
Whitnall, Samuel Fairey, Doddinghurst, Brentwood, Grocer. Jan 30 at 12 at offices of Trewren and Southcott, King st, Cheapside. Lewis, Mincing lane
Whittingham, William, Darlington, Durham, Grocer. Jan 27 at 10.30 at offices of Barron, 20, High row, Darlington
Whitworth, Edwin, Ranby, Babworth, Notts, Potato Dealer. Jan 26 at 11 at offices of Bescoby, Grove st, East Retford
Williams, Ann, Llangollen, Denbigh. Jan 24 at 12 at the Wynnstay Arms Hotel Ruabon. Minshalls and Jones, Oswestry
Williams, Ellis, Portmadoc, Carnarvon, Coal Merchant. Jan 24 at 1 at the Grosvenor Hotel, Chester. Jones and Jones, Portmadoc
Williams, George Thomas, Commercial rd East, Nautical Instrument Manufacturer. Jan 23 at 3 at 11, Ironmonger lane, Cheapside. Kisbey, Cheapside
Williams, Lydia Elizabeth, Newcastle-upon-Tyne, Wine Dealer. Jan 25 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
Winder, George, Bolton rd, Blackburn, Bootmaker. Jan 26 at 3 at offices of Malam and Co, Exchange Flags, Blackburn
Wreford, Silvanus, Hardingstone, Northampton, Grazier. Jan 25 at 3 at offices of Andrew, Market sq, Northampton

TUESDAY, Jan. 17, 1882.

Abbott, George, and George Aylett, Little Britain, Aldersgate st, Warehousemen. Jan 31 at 2 at offices of Spyer and Son, Old Broad st
Alliss, Maria, Midville, Lincoln, Farmer. Jan 26 at 12.30 at Red Lion Hotel, Boston. Thimbleby and Son, Spilsby
Atkin, James, Sheffield, York, Builder. Jan 28 at 11 at offices of Mellor, Queen st, Sheffield. Mellor, Sheffield
Bailey, George, Guisborough, York, Grocer. Jan 26 at 2 at offices of Teale, Albert rd, Middlesborough
Barnaby, John, Kingston-upon-Hull, Tinplate Worker. Jan 30 at 2 at office of Summers Manor st, Kingston-upon-Hull
Barlow, James William, Radcliffe, Lancaster, Bleacher. Jan 30 at 3 at Public Sale Rooms, Bowker's row, Bolton. Dutton, Bolton
Bartlett, William, Sandown, Isle of Wight, Milliner. Jan 27 at 2 at Inns of Court Hotel, High Holborn. Joyce, Newport, Isle of Wight
Barker, Robert Thompson, Middlesborough, York, Grocer. Jan 28 at 12 at Vane Arms Hotel, High st, Stockton-on-Tees
Barton, James, Aldingbourne, Walberton, Sussex, Miller. Feb 1 at 2 at Dolphin Hotel, West st, Chichester. Gregory, Chichester
Barry, David, Lady Lake's grove, Mile End Old Town, Timber Merchant. Feb 6 at 2 at 12, Bishopsgate st Without. Truefitt and Gane, Bishopsgate st Within
Baynes, Thomas, Lamb st, Spitalfields, Fruit, Tea, and Potato Salesman. Feb 6 at 3 at 7, Wilmington sq, Clerkenwell. Lewis
Beach, John, jun, Uxbridge, Steam Circus Proprietor. Feb 2 at 12 at offices of Moss, Gracechurch st
Bedford, Edward, Leeds, York, Grocer. Jan 27 at 3 at offices of Turner and Hewson, Park sq, Leeds
Bosworth, William, Newcastle under Lyme, Fruiterer. Jan 28 at 11 at offices of Griffith, Lad lane, Newcastle under Lyme
Bottomley, William Rothwell, Manchester, Engine Packing Dealer. Feb 3 at 3 at offices of Shaw, Deansgate, Manchester. Tremewen, Manchester
Braine, George Theobald, St John's Wood rd, Commercial Traveller. Jan 26 at 2 at Masons' Hall Tavern, Masons' Hall ct, Basinghall st. Sydney, Queen st, Cheapside
Bray, William, Belgrave, Leicester, Builder. Jan 30 at 3 at offices of Buckby, Gallowtree gate, Leicester
Bridger, Archibald, Leamington, Warwick, Wine Merchant. Feb 1 at 2 at offices of Hughes and Co, Budge row
Bridger, Charles, Belvedere, Kent, Furniture Dealer. Jan 31 at 1 at 26, Plumstead rd, Plumstead. Cooper, Lincoln's inn fields
Byrne, Edward Joseph, Liverpool, Poulterer. Jan 30 at 2 at offices of Paynter, Cable st, Liverpool
Bull, Charles, North Woolwich, Clerk in Holy Orders. Feb 6 at 11 at offices of Haydon and Sloley, Bishopsgate st Within. Kelly and Son, Fenchurch st
Burford, Walter Giles, Stroud, Gloucester, Farmer. Jan 26 at 11 at offices of Stephens, Lansdown, Stroud
Cogan, John Honogan, Silverdale, Stafford, Medical Practitioner. Jan 28 at 11 at offices of James, Nelson sq, Newcastle-under-Lyme
Cornbill, Robert, Balham, Surrey, Oilman. Jan 30 at 3 at offices of Beard and Sons, Basinghall st
Cox, James Harrison, Birmingham, Baker. Jan 28 at 11 at offices of Hodgson and Price, Waterloo st, Birmingham
Cranshaw, Eli, Southport, Bread Baker. Jan 30 at 3 at offices of Stead and Co, Dale st, Liverpool. Buck and Co, Southport
Death, William, Wormingford, Essex, Dealer. Jan 28 at 10.30 at offices of Goody and Son, Colchester
Derry, John, Lincoln, Wine Merchant. Feb 1 at 2.30 at offices of Toynbee and Co, Lincoln
Dickinson, William, Utkinton, Chester, Farmer. Feb 2 at 11 at Alvanley Arms Inn, Cote Brook, nr Tarporley. Fletcher, Northwich
Davies, Thomas Roger, Festiniog, Merioneth, Grocer. Jan 30 at 2 at Albion Hotel, Chester. Ellis
Davis, William, Hersham, Walton on Thames, Surrey, Butcher. Feb 2 at 3 at office of Noton, Lombard st
Edwards, John Inman Fidal, and Thomas Alderson, Spennymoor, Durham, Ale, Porter and Spirit Merchants. Jan 30 at 12 at office of Patrick, Silver st Durham
Eaton, Thomas, Derby, Brazier. Feb 2 at 3 at office of Greaves, Old Bank chmbrs, Irongate, Derby

Ephraim, Simon, Newcastle upon Tyne, Jeweller. Jan 27 at 2 at office of Joel, Newcastle upon Tyne
Evans, William, Macclesfield, Chester, Bootmaker. Feb 1 at 3 at Queen's Hotel, Water's Green, Macclesfield. Pattison, Macclesfield
Farwig, Christian Arnold, Union st, Borough, Tin Plate Worker. Jan 28 at 11 at office of Jones andLetcher, Mark lane
Flamwell, Thomas, Worksop, Nottingham, Mechanical Engineer. Jan 31 at 3 at Lion Hotel, Worksop. Beevor
Ford, William James, and James King, Leicester, Hosiery Manufacturers. Feb 1 at 3 at office of Owston, Friar lane, Leicester
Gibson, John, Leek, Staffordshire, Grocer. Jan 30 at 11 at office of Challiner, Derby st, Leek
Goodman, William Henry, Ramsgate, Kent, Builder. Feb 6 at 3 at Bull and George Hotel, Ramsgate. Edwards, Ramsgate
Green, William Henry, Drummond rd, Bermondsey Surrey, Licensed Victualler. Feb 8 at 2 at offices of Ladbury, Queen st, Cheapside
Hammond, James, Tunstall, Stafford, Boot and Shoe Dealer. Jan 28 at 11 at offices of Hollingshead and Moody, Tunstall
Harrison, Owen, Ebury st, Eaton sq, Butcher. Jan 27 at 3 at offices of Godfrey, South sq, Gray's inn
Hart, Moses Abraham, Sutherland gardens, Maida Vale, Commission Agent. Jan 26 at 2 at offices of Leslie and Fenwick, Conduit st, Bond st
Hayhoe, Edward, Balham, Streatham, Surrey, Builder. Jan 30 at 3 at offices of Saunders and Co, King st, Cheapside
Hillary, John, Tottington, Lancaster, Licensed Victualler. Jan 30 at 3 at offices of Haslam, Market st, Bury
Hind, William, Leicester, Boot and Shoe Manufacturer. Feb 1 at 12 at offices of Harvey Selborne bldgs, Milstone lane
Hodge, George, sen, Luton, Bedford, Builder. Jan 27 at 11 at Park st, West Luton. Ewen and Roberts, West Luton
Holland, John Coxon, sen, and John Coxon Holland, jun, Macclesfield, Coal, Salt, and Stone Merchants. Jan 30 at 3 at offices of Barclay and Henstick, Exchange chmbrs, Macclesfield
Holloway, Thomas William, Bridport place. Hoxton, Builder. Jan 30 at 3 at offices of Warburton and De Pauls, West st, Finsbury circus
Houghton, Thomas Marcus, and George Lawton, Imperial buildings, Ludgate circus, Builders. Jan 26 at 3 at offices of Preston and Co, Southampton bldgs, Chancery lane
Isenberg, Jacob, Sussex pl, Leadenhall st, Boot and Shoe Dealer. Jan 30 at 3 at offices of Harte, Moorgate st
James, William, Barnes, Surrey, Bootmaker. Jan 30 at 3 at offices of Farman, Great James st, Bedford row
Johnson, Henry James, the Elms, Ramsgate, Kent, Schoolmaster. Feb 8 at 2 at offices of Sparkes, Harbour st, Ramsgate
Johnson, Joseph, Burscough, Lancaster, Apothecary. Jan 30 at 11 at offices of Brighouse and Brighouse, Ormskirk
Jones, Alfred, Bootle, Lancaster, Cement Manufacturer. Feb 1 at 3 at offices of Morris and Jones, Dale st, Liverpool
Jones, John, Calne, Wilts, Upholsterer. Feb 2 at 12 at the Lansdowne Arms Hotel, Calne. Henly, Calne
Jackson, Thomas, Eaton, Nottingham, Farmer. Jan 30 at 12 at offices of Newton and Co, the Square, East Retford
Jones, Matthew, New Swindon, Wilts, Auctioneer. Jan 30 at 11 at offices of Boodle, Albion bldgs, New Swindon
Lambert, Richard Mullins, Hastings, Sussex, Builder. Jan 30 at 12 at offices of Davenport and Co, Bank bldgs, Hastings
Laycock, Thomas, Bradford, York, Grocer. Jan 30 at 12 at office of Morris, Ivegate, Bradford
Lee, Thomas, Manchester, Chemist. Feb 2 at 3 at offices of Brett and Craven, Kennedy st, Manchester
Lovegrove, John Way, Wells, Hairdresser. Jan 30 at 12 at office of Collins, Priory House, Wells. Woodforde, Clevedon
Lucraft, George Thomas, Almorah rd, Islington, Chair Frame Maker. Jan 23 at 10 at offices of Shakespear, Budge row, Cannon st
Marley, Samuel Hitchin, Manchester, Home Trade Merchant. Jan 31 at 3 at Mitre Hotel, Cathedral yd, Manchester. Atkinson and Co, Manchester
Marshall, John, Kingston-upon-Hull, Yeast Importer. Jan 30 at 3 at the hall of the Hull Incorporated Law Society, Lincoln's inn bldgs, Kingston-upon-Hull. Summers, Hull
Matthews, Eli, Moor lane, Fore st, Wholesale Grocer. Feb 2 at 2 at 6, Arthur st East. Carter and Bell, Eastcheap
Midgley, James, Cheapside, Commission Agent. Jan 27 at 3 at 19, Gresham st. Micklem, jun
Midgley, Joseph, Walkley, Sheffield, Bookkeeper. Jan 27 at 1 at office of Mellor, Queen st, Sheffield
Michael, Joseph Jacob, Portobello rd, Notting hill, Timber Merchant. Jan 31 at 2 at 83, Gresham st. Poole, Bartholomew lane
Miller, Edward, Leather lane, Holborn, Pawnbroker. Feb 28 at 1 at office of Forbes, Paternoster row
Moore, George, Crawcrook Mill, Durham, Farmer. Jan 27 at offices of Law Society, Royal arcade, Newcastle-on-Tyne. Jolliffe, Newcastle-on-Tyne
Morriss, John, Goole, York, out of business. Jan 30 at 2 at offices of Hind and Everatt, Goole
Mortlock, George Abraham, Kingston-upon-Hull, Oyster Merchant. Jan 27 at 12 at offices of Torry, Cogan's chmbrs, Bowlalley lane, Kingston-upon-Hull
Oddy, Sam Lodge, Huddersfield, York, Licensed Victualler. Jan 28 at 11 at offices of Barker and Co, Estate bldgs, Huddersfield
Palmer, Edmund, Westbromwich, Stafford, Carpenter. Jan 30 at 4 at offices of Forrest, Church st. Oldbury
Papworth, Elijah, Harrogate, York, Milliner. Jan 27 at 3 at offices of Bointon, Old Bank chmbrs, Leeds
Peat, Robert, Onecoat, near Leek, Stafford, Schoolmaster. Jan 28 at 11 at 59, Stockwell st, Leek. Redfern, Leek
Peirson, James, Goodramgate, York, Sewing Machine Agent. Feb 1 at 1 at offices of Wilkinson, St Helen's sq, York
Poulton, John, Clarendon pl, Clarendon sq, Builder and Decorator. Jan 26 at 2 at offices of Bishop, Serjeant's inn, Chancery lane. Freston and Co, Euston rd
Price, Arthur Henry, Rochdale, Lancaster, General Draper. Jan 30 at 3 at offices of Molesworth, Central chmbrs, the Walk, Rochdale
Pye, George, Barnsley, York, Shoemaker. Jan 30 at 10 at offices of Gray, Eastgate, Barnsley
Render, James, South Bank, York, Grocer. Jan 30 at 11 at offices of Robson, Linthorpe rd, Middlesborough
Rogerson, Joseph, Hemingby, Lincoln, Farmer. Jan 30 at 12 at offices of Weller and Sons, Horncastle
Robinson, Thomas, West Sunderland, Durham, Grocers' Outfitter. Feb 2 at 11 at offices of Alcock and Routledge, Frederick Lodge, St Thomas st, Sunderland
Rowe, Francis Henry, St Stephen's rd, North Bow, Baker. Jan 24 at 11 at Unicorn Tavern, Vivian rd, Roman rd, Old Ford. Hicks, Grove rd, Victoria park
Russell, William, Hoddesdon, Hertford, Provision Dealer. Feb 6 at 11 at the Salisbury Arms Hotel, Fore st, Hertford. Gisby and Son
Sandy, Thomas, Redfield, Gloucester, Grocer. Jan 30 at 2 at offices of Sibly, Exchange West, Bristol
Sears, Michael Linfold, Manea, Cambridge, Farmer. Jan 30 at 1 at Lion Hotel, Cambridge. Welchman and Carrick, Wisbech
Scaife, John, Brackenburgh Tower, Plumpton, Cumberland, Farmer. Jan 26 at 2 at offices of Scott, King st, Penrith
Smith, Thomas, Bath, Oil and Colour Merchant. Jan 31 at 12 at offices of Tucker, Northgate st, Bath
Spensley, William, West Hartlepool, Durham, Grocer. Jan 27 at 3 at Stein's Crystal Bar Hotel, West Hartlepool, Thomas, Stockton-on-Tees
Stevens, Henry, Lower Tooting, Surrey, Builder. Jan 30 at 11 at offices of Rexworthy and Co, Cheapside
Thaege, Oscar, and Gustav Schwegler, Jewin cres, Jewin st, Dealer in Fancy Baskets. Feb 3 at 3 at offices of Goldberg and Langdon, Finsbury circus
Thomas, Joseph, Venny, Llangennech, Carmarthen, Farmer. Feb 2 at 3 at 3, Dulais ter, Pontardulais. Thomas, Swansea
Thompson, Frederick, Gt St Helens, Shipbroker's Clerk. Jan 19 at 2 at Guildhall Tavern, King st, Cheapside. Turner and Co, Bedford sq
Vann, Joseph, Leicester, Stone Mason. Jan 31 at 3 at offices of Buckby, Gallowtree gate, Leicester
Vaan, Mary, Nailsworth, Gloucester, Draper. Jan 31 at 3 at offices of Witchell, Lansdown, Stroud
Wadham, John Samuel, Dockhead, Surrey, Clothier. Feb 1 at 2 at offices of Smith, Walbrook. Norton, Queen st, Cheapside
Walsh, Philip Joseph, Wolverhampton, Manager of Tank Works. Feb 1 at 11 at offices of Higgs, Queen st, Wolverhampton
Wallack, Ernest Townsend, Parliament st, Westminster, Wine Merchant. Jan 31 at 3 at offices of Thompson and Co, Cornhill
Walton, William Edwin James, Stroud green, Finsbury pk, Islington, Fishmonger. Jan 26 at 11 at Crown Tavern, Clerkenwell green. Bassett, East Dulwich
Ward, Thomas, Ulverston, Lancaster, Clogger. Jan 20 at 11 at Temperance Hall, Ulverston. Pearson, Ulverston
Ward, William, Dawley, Salop, Fitter. Jan 31 at 12 at offices of Knowles, Welilngton, Salop
Wardle, John, Derby, Cattle Dealer. Feb 3 at 3 at offices of Wilkins, High st, Uttoxeter
Washington, George, and Isaac Smith Washington, Halifax, Wool and Waste Dealers. Jan 30 at 2 at offices of Stansfeld, Bull green, Halifax
West, James, Leicester, Market Gardener. Jan 31 at 3 at offices of Hollier and Battiscombe, Market pl, Leicester
Wetherfield, Henry William Manley, Finsbury pavement, solicitor. Jan 24 at 4 at Masons' Hall Tavern, Masons' avenue, Coleman st
Wilson, Elizabeth, Ash, Kent, Farmer. Feb 1 at 2 at Lion Inn, Ash. Sparkes, Ramsgate
Woolley, Edward, Hetton le Hole, Durham, Proprietor of a Theatre. Jan 27 at 3 at offices of Newlands, King st, South Shields
Woolnough, Alfred, Watton, Norfolk, Butcher. Jan 31 at 12 at offices of Bailey and Co, Surrey st, Norwich

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Notices to Correspondents.—*All communications intended for publication in the* Solicitors' Journal *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* Solicitors' Journal, *as only a small number of copies remain on hand.*